



TOWN OF UPTON, MASSACHUSETTS

Office of the Town Manager

MEMORANDUM

To: SELECT BOARD
FINANCE COMMITTEE

FROM: JOSEPH LAYDON, TOWN MANAGER

CC: KENNY COSTA, FINANCE DIRECTOR

SUBJECT: SUPPORTIVE INFORMATION FOR ARTICLES ON WARRANT FOR NOVEMBER 12TH SPECIAL TOWN MEETING

DATE: OCTOBER 24, 2024

Attached to this memo is supportive information for monetary articles that are on the November 12, 2024, Special Town Meeting warrant.

Article 1: Prior Year Bills (Verizon Enterprise Bills in the amount of \$79.82 and T-Mobile bill in the amount of \$50)

Article 2: Amend FY 2025 Operating Budget and Water/Wastewater Enterprise Funds for Collective Bargaining Agreements – Contract Settlement

Article 3: Amend FY 2025 Operating Budget – Non-Union Wages to Implement Compensation Plan

Article 4: Funding for Streetlight Conversion (\$3,796.03)

Article 5: Funding for Radio System Infrastructure Upgrades (\$114,582 to supplement \$439,465 Grant Award)

Article 6: Withdrawn

Article 7: Funding for Police Department Drone (\$10,953)

Article 8: Funding for Engine 3 Valve Repairs (\$19,451)

Article 9: Amendment to 2018 ATM Article 7 for Fire Station Roof Repairs to Conduct Flooring and other Improvements (\$26,375)

Article 10: Resurfacing and Reconfiguration of Town Hall Parking Lot (\$100,000)

Article 11: Funding for Community Message Board (\$47,347)

Article 12: Funding for Operation and Maintenance Plans for Wastewater Facilities (\$95,000)

Article 13: Funding for Milford Street Water/Wastewater Design (\$62,000)

Article 14: Funding for Landscape Design Services for Rt 140/ Main Street TIP Project (\$23,000)

Article 15: Funding for Composting Program (\$1,500)

Article 16: Acceptance of Donation from Harvey J Trask Trust (\$1,526,462.32)

Article 23: Fund the Use of Electronic Tabulators at Town Meeting (\$21,000)

Thank you.

Article 1



Attn: BLYTHE ROBINSON
Corporate ID: VN93376337
Bill Payer ID: Y2759047
Invoice Number: 06254332
Invoice Date: 09/10/2024
R Location: F02

TOWN OF UPTON
1 MAIN ST
BOX 1
UPTON, MA 01568-1686

Statement Summary

Current Usage Charges	\$2.24
Current Monthly Recurring Charges	\$0.00
Current Non-Recurring Charges	\$0.00
Discounts and Promotions Applied	\$0.00
Subtotal Current Charges	<u>\$2.24</u>
 Federal Excise Tax	\$0.00
State and Local Taxes	\$0.14
Federal, State, and Local Surcharges	\$0.00
Federal Universal Service Fee (FUSF)	\$0.00
Total Taxes/Surcharges	<u>\$0.14</u>
 Total Current Charges	\$2.38
Total Past Due	<u>\$84.99</u>
Total Amount Due	<u>\$87.37</u>

Go to the Contact us
online link below.
Use invitation code:
6YWOULIKS9

Contact us online at www.verizonenterprise.com or call 866-849-4688
See reverse side for additional contact and payment information.



Bill Payer ID: Y2759047
TOWN OF UPTON
Invoice Number: 06254332
Invoice Date: 09/10/2024

If Paying By Mail, Return This Form With
Payment
Payment is Due Upon Receipt

Total Amount Due	\$ 87.37
Amount Enclosed	\$ <u>7.55</u>

prior yrs \$79.82

107905 34020705090004079 062543329 00000000238 09/10/24

1079053402070509000407906254332900000000238

Verizon Business
P.O. BOX 15043
ALBANY, NY 12212-5043

Subject: Fwd: Prior year bill
Date: Thursday, September 5, 2024 at 9:55:54 PM Eastern Daylight Time
From: Joseph Laydon
To: Kenneth Costa

FYI.

Get [Outlook for iOS](#)

From: Peter McGowan <pmcgowan@uptonma.gov>
Sent: Thursday, September 5, 2024 9:13 PM
To: Joseph Laydon <jlaydon@uptonma.gov>
Subject: Prior year bill

Good morning

I have an unpaid bill from FY23 for TMobile in the amount of \$50.

I'll bring a copy to your office on Tuesday.

Thanks.
Chief McGowan
Upton PD

Subject: Re: Copy INV-9533749957

Date: Wednesday, September 11, 2024 at 5:41:45 PM Eastern Daylight Time

From: Peter McGowan

To: Joseph Laydon

Sure. This bill is for what is commonly called a ‘ping’.

This is commonly used when a police Department is searching for an at risk person, and we are trying to find the last location of their cell phone. T-Mobile is the only carrier that currently charges for the service. I am frankly surprised that the others do not do it, as it is such a common investigative tool.

We request the last known location from the cell service provider, and they give us GPS coordinates to help us track down an individual.

If you need more, let me know.

Chief McGowan

Upton PD

On Sep 11, 2024, at 5:30PM, Joseph Laydon <jlaydon@uptonma.gov> wrote:

Thanks for the invoice. Would you or Chief Bradley be able to summarize what the “Timing Advance” is?

Thanks

From: Peter McGowan <pmcgowan@uptonma.gov>

Date: Wednesday, September 11, 2024 at 5:11 PM

To: Joseph Laydon <jlaydon@uptonma.gov>

Subject: Fwd: Copy INV-9533749957

Here you go.

Chief McGowan

Upton PD

[External]

<9533749957.pdf>



T-Mobile USA, Inc.
ATTN: Law Enforcement Relations Finance
PO BOX 84445
SEATTLE, WA 98124-5745
Tax ID: 91-1983600
Questions: leinvoicing@t-mobile.com

Invoice Number: **9533749957**
Date: **05/17/2023**
Tracking ID: **4359554**
Requester: **Chief Bradley**
Agency Ref Number: **23-56-OF**
Amount Due: **\$50.00**

LER Account Number: **1009874**

UPTON POLICE DEPT
ATTN: ACCOUNTS PAYABLE
30 SCHOOL ST
UPTON, MA 01568-1556

Payment Terms: Payable immediately Due net						Page No: Page 1 of 1
Description	Target Number	Start Date	End Date	Quantity	Unit Price	Total
TIMING ADVANCE	6XX-XXX-8447	02/10/2023	02/10/2023	1	\$25.00	\$25.00
TIMING ADVANCE	8XX-XXX-7304	02/10/2023	02/10/2023	1	\$25.00	\$25.00
Total				2		\$50.00

Make Checks Payable To: T-Mobile USA Inc, Law Enforcement Relations Finance, PO BOX 84445, SEATTLE, WA 98124-5745

Using SAM? Cage Code: 4KGZ6 Unique Entity ID: ZVW2T2CCG7V9

PEN, GPS, or WIRE orders signed after 5/19/22 are billed with a flat rate fee per request. The start and end dates above are the original order dates and do not reflect early terminations. Any lawful intercept or GPS costs that appear on this invoice reflect only those costs associated with the intake and provisioning of the intercept. T-Mobile does not seek reimbursement for any otherservices that may be provided beyond the initial set-up. All intercept services are fully delivered on the date of provision.

Article 2

Agreement Between the Town of Upton and Truck Drivers Union

Local #170

Department of Public Works Hourly Employees
TOWN OF UPTON | JULY 1, 2024 – JUNE 30, 2027

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This Agreement entered into by the Town of Upton, hereinafter referred to as the Employer, and Truck Drivers Union, Local #170, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time regular and part-time, drivers, heavy equipment operators, water/waste water operators, and custodian employed for twenty (20) hours or more per week on a regularly scheduled basis by the Department of Public Works, Water/Waste Water and Highway Department as set forth on Appendix A attached hereto, as hereinafter described for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2 - UNION DUES AND INITIATION FEES

Although membership is not mandatory for Department of Public Works Water/Waste Water Division, Highway Division, Facilities Division, and Parks and Cemeteries Division employees, benefits gained by the Union are accorded to all employees represented, therefore, all full and part-time employees will be required to pay either Union Dues and Initiation Fees or an Agency Service Fee within thirty (30) days upon becoming a full or part-time Department of Public Works Water/Waste Water, Highway, Facilities or Parks employee. The Agency Service Fee shall be in an amount equal to Union dues less any amount paid by the Union to its national organization on a per capita basis for Union members and in any event will comply with the regulations of the Massachusetts Labor Relations Commission (G.L.c. 150E, s.12). The Union will not involve the Town in the enforcement of this paragraph and will indemnify and save the Town harmless from any claims arising hereunder.

Payroll deductions will be made for Union Dues, Credit Union, and Agency Service Fees by the Town of Upton. Payments shall be deducted once a month with the written consent of each employee.

The Union shall assist the Town Treasurer by providing pertinent information and data regarding Union members and dues deduction and initiation fees.

The Town shall incur no liability for loss of monies after depositing the same as directed by the Union.

The Union assumes full responsibility for the disposition of money so deducted once it has been mailed to the Treasurer of the Union who will be required to provide such information to the Town Treasurer as required under the M.G.L. c180, Section 17G.

ARTICLE 3 - MANAGEMENT RIGHTS POLICIES AND WORK RULES

Nothing in this Agreement shall limit the Town in the exercise of its function of efficient management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: determine the mission, budget and policy of departments and/or divisions, including adding or

eliminating departments and/or divisions; determine the organization of departments and/or divisions, including number of employees, work functions and technology and methods of performing them; (establish rules, regulations, policies and procedures to guide the accomplishment of the Town's business) establish new jobs; abolish and change existing jobs; determine the numbers, types and grades of positions assigned to organizational units, work projects or work locations; establish job descriptions for each position; assign work and work to be performed; hire and promote employees; suspend, demote, discharge or take other disciplinary action against employees; transfer, temporarily reassign or detail employees to other shifts or duties for reasons of safety, emergency situations or change in work load; lay off employees due to lack of work or funds; determine standards of proficiency in work skills and physical fitness standards required for each position; establish or modify work schedules and shift schedules, including lunch and break periods, and the number and selection of employees to be assigned.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, including but not limited to, and by way of example, assignment of work shifts whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. This includes the exercise of all rights, powers, and responsibilities that it has or may hereafter be granted by law, without such exercise is made the subject of a grievance or arbitration proceeding.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes.

The Town Personnel By-Law shall be incorporated into this Agreement by reference, with regard to those items not addressed in this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE – DISCIPLINE OR DISCHARGE

A grievance is a dispute, which may arise between the parties as to the application, meaning, interpretation or an expressed provision of this Agreement and shall be settled in the following manner. The grievance shall cite which article is alleged to have been violated.

- Step 1. The employee shall take up the grievance in writing with his immediate supervisor and/or designee within ten (10) working days of the occurrence, incident or when the employee should have reasonably known or had knowledge of the incident or the employee should have reasonably known (whichever is first), which gave rise to the grievance, who shall attempt to resolve this matter, consistent with his authority. The immediate supervisor shall respond to the grievance, in writing, within ten (10) working days from the time that the grievance was discussed with the employee."
- Step 2. If the grievance is not settled in Step 1, it shall be presented, in writing, to the Director of Public Works within ten (10) working days after the immediate supervisor's response is due. The Director of Public Works shall respond to the employee in writing within ten (10) working days.
- Step 3. In the event the grievance has not been settled by the action of the Director of Public Works, then it shall be presented in writing by the alleged grieved employee to the Town

Manager within ten (10) working days after the response of the Director of Public Works is due. The Town Manager shall respond in writing within ten (10) working days or as soon as reasonably possible unless extended in writing by both parties.

Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Town Manager is due, by written notice to the Town Manager, request arbitration.

The parties may by mutual agreement agree to extend the time limits in the above procedures.

The services of the State Board of Conciliation and Arbitration shall be utilized for the purposes of arbitration of disputes over the interpretation or application of the terms of this Agreement as provided in Section 8, Chapter 150E, and General Laws of the Commonwealth of Massachusetts, as amended. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

The expense, if any, for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record made.

The decision of the arbitrator shall be final and binding on both parties and appealed only pursuant to M.G.L. c.150C. The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this Agreement.

Discipline or Discharge:

The Town shall have the right at any time to adopt reasonable rules and regulations. All employees shall be subject to such rules and regulations. In enforcing such rules and regulations, the Town has the right to discharge, discipline or suspend for cause only. The issuance of any form of discipline, suspension or discharge must occur within ten (10) working days from the time of the alleged infraction or when the town should have reasonably known or had knowledge of incident causing said action. The Town shall forfeit the right to issue discipline or discharge beyond said ten (10) working day period.

The form of discipline may include the following:

Step 1. Oral warning from Director of Public Works to employee with or without the Steward present.

Step 2. Written warning from Director of Public Works to employee with copy to Steward, Town Manager, and Union Business Representative.

Step 3. Suspension with written notice routing as in (2) above.

Step 4. Discharge in writing as in (2) above.

The parties recognize that the gravity of any individual incident may require immediate action at any level in appropriate cases. The cause provisions of this Article may apply only to regular full-time and part-time employees.

ARTICLE 5 – SENIORITY

For the purpose of this Agreement, seniority shall be defined, as the length of continuous uninterrupted full-time service within each Division, within the Department a seniority list shall be posted by the Town annually, and a copy sent to the Union.

Seniority shall be accrued by an employee after six (6) months probationary period at which time seniority shall be retroactive to the first day of employment with the Town.

Seniority shall govern or control within each department, in all cases of decrease or increase of the working force, as well as preference in choice of vacation period. Regular full-time and part-time employees who are laid off will be placed on the recall list for one (1) year, provided they maintain the qualifications to do the job as established by the Town. Employees will be on six (6) month probation in order to allow an opportunity to renew the necessary licenses for the job. Upon being recalled, an employee shall have fourteen (14) calendar days to accept re-employment.

ARTICLE 6 - HOURS OF WORK

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

The work week for DPW, Water/Wastewater, Highway, Facilities, and Parks employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday for existing employees at the effective date of this agreement. At the discretion of the Select Board or their designee, certain employees may be granted authorization to work four (4) ten-hour workdays. Part-time work shall be defined as an employee who works "Weekly" more than twenty (20) hours but less than forty (40) consecutively for fifty-two (52) weeks per year.

An employee called back to work shall receive, a minimum of four (4) hours pay at one and one half (1½) time the employee's base hourly rate.

Custodial Coverage for events that are scheduled in town buildings will be determined by Select Board Policy.

ARTICLE 7 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in the department except when an employee is qualified for promotion in a manner consistent with the Town of Upton's Personnel By-Laws. The position shall be awarded to the most reasonably qualified candidate whether due to an internal or external posting, consistent with the Town of Upton's Personnel By-Laws in a conspicuous place listing the pay, duties, shift and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Successful qualified internal D.P.W. employees will be awarded the position over external applicants. Qualified external applicants, if successful, shall be given a six (6) month probationary period in the new position at the applicable rate.

ARTICLE 8 – OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times the regular rate of pay for work in excess of forty (40) hours in one (1) week.

Any employee called back to work after having completed his or her assigned work and left his or her place of employment, and before his or her next regularly scheduled starting time, shall be paid at the rate of one and one-half (1½) times the regular base hourly rate of pay for all hours worked on recall, provided, however, for the first (1st) such period of recall only, the employee shall be entitled to a minimum of four (4) hours' pay at time and one-half (1½) unless the time blends with the start of the employee's shift. The employee so contacted by his supervisor must report promptly to his/her location unless a reasonable basis exists as to why the employee cannot report.

Employees shall receive time and one-half (1½) their regular base hourly rate of pay for hours worked on Sundays, unless Sunday is part of their regular five-day work week, or paid holidays. Double 2X for Sunday work.

After completion of his/her sixteenth (16th) consecutive hour of work on a single shift without interruption, an employee shall be entitled to double time: two times (2X) his/her usual hourly rate of pay from the commencement of his/her seventeenth (17th) consecutive hour until the conclusion of the uninterrupted work shift or until his/her regularly scheduled shift resumes. Double time will restart upon completion of said regular shift during a single shift of uninterrupted work

Employees who work overtime on a call-back, or who are called in to work on a scheduled day off, shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½) times the regular base hourly rate, except when the call-back time blends with the start of the employee's regular shift, i.e., there will be no "pyramiding" of overtime.

In the event that it becomes necessary to utilize personnel from other Divisions within the Town for work in a particular Division, then the employees from the Division, which normally does not perform such work, shall be released first as the workload lessens, unless public safety concerns as determined by the DPW Director or his/her assign.

The Employer may keep records in each Division's time book of the overtime work, including refusals of overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward, with a person designated by the Employer.

Except in emergencies, as determined by the Director of Public Works as defined in M.G.L. Chapter 39, Section 23A, overtime work shall be voluntary. Except that, if the Director of Public Works is unable to fill his requirements, he shall be allowed to go outside the bargaining unit for additional manpower. There shall be no discrimination against any employee who declines to work voluntary overtime.

An employee who is out sick is NOT AVAILABLE for any overtime until he reports back to work on his next regular work shift, EXCEPT under conditions of urgency as declared by the Director of Public Works. An employee who is out for ONE vacation day IS AVAILABLE for any overtime after 3:30 p.m. of that day. An employee who takes one or more week vacation IS ELIGIBLE for overtime during such week only after the Director of Public Works has exhausted the entire rotation list of the Division.

Compensable Time: In lieu of overtime pay, employees shall have the option of banking up to forty (40) hours a year to be used as compensatory time, if mutually agreed to between the employee and the DPW Director. This option shall not be available for snow and ice operations. The overtime rate shall dictate the accrual rate of compensatory time. (Example: One hour of overtime paid at two times (2X) the

employee's hourly rate of pay shall equate to two (2) hours of compensable time). Any unused compensable time at the end of the year shall not be carried over into the next year but shall be paid out to the employee at his/her regular hourly rate of pay.

ARTICLE 9 - UNION REPRESENTATIVES

A written list of union stewards, (not more than one (1) from any department), shall be furnished timely to the Employer immediately after their designation and the Union shall notify the Employer in writing timely of any change.

The above shall be granted reasonable time off by the Department Head, during regularly scheduled working hours, to investigate and to settle grievances.

ARTICLE 10 - MEAL PERIODS

- A. All employees shall be granted a meal period of a thirty (30) minute duration unpaid during each eight-hour work shift.
- B. An employee who is required to work overtime through lunch or remain on duty on an overtime basis for three (3) or more hours beyond their regular shift may, at his /her request, be provided a meal paid for by the Town, not to exceed \$10.00 per person.
- C. In instances where all local restaurants are closed for the night, the Town will furnish a meal to the employee at the stated mealtime to be eaten by the employee on the job on the Town's time. The furnished meal will be from a mutually agreed upon location not to exceed \$10.00 per employee.
- D. All overtime meal requests are subject to approval of the DPW Director, or his designee.

ARTICLE 11 - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift, in the AM. The rest period shall be scheduled at the middle of each one-half (1/2) shift, in the PM whenever this is feasible.

ARTICLE 12 – HOLIDAYS

The following thirteen- and one-half days (13.5) days shall be considered to be paid legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	the Day after Thanksgiving
Independence Day	Christmas Eve ½ Day
Juneteenth	Christmas Day

In addition to the above named paid legal holidays, Christmas Eve shall be a half day with the employee's receiving a full day's pay. Should employees be required to stay the full length of the workday due to emergency, then employees shall be compensated at their regular hourly rate of pay.

Holiday pay shall be eight (8) hours pay at the employee's straight time rate. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation.

Whenever any of the holidays listed above falls on a Saturday or on an employee's scheduled day off, the preceding Friday or the nearest scheduled workday for that employee shall be observed as the holiday.

When one of the foregoing holidays falls on a Sunday, the holiday will be observed the following Monday. When one of the foregoing falls on a Saturday, the holiday will be observed on the preceding Friday.

An employee must be in full pay status on the preceding and following scheduled workday of the holiday in order to qualify for overtime holiday pay.

Whenever it is practical without impairing the performance of any essential service in a Town department or project, employees should be excused from all duty during a legal holiday without loss of pay.

Whenever it is impractical to give time off on a legal holiday to a regular full-time employee, the employee may be given compensatory time off at the convenience of the Department Head. Otherwise, the employee will be paid at one and one half (1½) time for the hours worked on the holiday in addition to his regular pay for the day. Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day shall be paid at the rate of double (2X) time in addition to their regular rate of pay for the day.

ARTICLE 13 – VACATIONS

During the first year of employment, vacation time is earned on an accrual basis. The accrual rate for that first year of employment is shown in the table below. First year employee's vacation hours are calculated using the following formula.

*(Regular Hours Worked) times (Accrual Rate Factor) equals Vacation Hours

Vacation time for all employees shall be earned and awarded annually on the first day of each fiscal year (July 1st). Employees shall receive additional vacation time upon his/her anniversary date.

Years of Service	Accrual Rate Factor	FT Hours	Vacation
Less than one	.0192	2080	40 Hours
One but less than five	N/A	N/A	80 Hours
Five but less than ten	N/A	N/A	120 Hours
Ten but less than fifteen	N/A	N/A	160 Hours
Fifteen to twenty	N/A	N/A	200 Hours

For each year after 20 years, employees shall receive 1 additional vacation day per year of service to a maximum of 30 days per year.

Probationary employees will accrue vacation days but will not be allowed to use this benefit until it is earned, at the end of their probationary period.

*Vacation and Sick hours are considered regular hours of work.

* Long term sick time and/or workers compensation injury time off are not to be considered as regular hours of work.

1. Employees are allowed to carry over up to 80 hours of vacation into the following fiscal year with the recommendation of the Director of Public Works and approval of the Town Manager. The Department Head should manage this situation to ensure the time is used within a reasonable time frame. Employees must take vacation or other time, in day or half (1/2) day increments with short notice if approved by the DPW Director. An employee will not be allowed to use vacation until it is earned.
2. Any unused earned vacation time remaining at the time of an employee's termination will be paid out in a lump-sum. The last day of actual work is the termination date for the employee. Employees may not add unused vacation days to their last day actually worked in order to postpone their termination date, whether for the purpose of accumulating more vacation time, prolonging insurance benefits or for any other purpose.
3. In the event the employee is on a 10 hour a day schedule, a vacation day shall be considered 10 hours.
4. All vacation requests must be submitted in writing.
5. Employees must give at least four (4) weeks' notice to the Department Manager to be considered for vacation leave. Time frame may be waived with the approval of the Department Manager.

ARTICLE 14 - SICK LEAVE

1. All members of the Bargaining Unit shall earn sick leave at a rate of one day per month for a total of-twelve (12) days per year.
2. Sick leave may be accumulation from year to year for a total not to exceed one hundred (100) days.
3. Sick leave accumulation shall only be deducted for scheduled work shifts.
4. For periods of absence from work of three or more consecutive work shifts a Doctors certificate shall be required by the Department Manager.
5. Upon separation of employment, an employee who has accumulated eighty (80) or more sick days shall receive a sick leave payout equal to no more than twenty-five (25) days.
6. The Town and the Union agree that the maintenance of good health and physical fitness are important to the successful performance of all duties and functions of the employees. Employees may be required to complete an annual physical examination at the sole expense of the Town, during the employees' normal working hours, and only for reasons related to this article. Employees are expected to be at work on a regular, continuing, and consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements. An employee who demonstrates a pattern of sick use during separate times out for personal illness from the department in a year, shall be considered to be excessively absent, and in addition, any employee who uses all of his annual sick leave in any year, except for major illness or surgery, shall also be considered to be excessively absent.

7. If the amount of leave credit has been or is about to be exhausted, an employee may make application for advanced sick leave. Such application shall be made through the Town Manager, who is authorized to grant such advanced sick leave it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for advanced sick leave.
8. An employee, in order to be eligible to use sick leave, must notify the Division Head on or before the start of the first day of any absence for which he/she intends to use sick leave, with an estimate of the time the employee expects to return to work. The absent employee who is claiming sick leave is expected to keep the Department Head informed of the progress of the sickness, injury, or disability.

Long Term Sick Pay

Any employee, when disabled by an accident or injury occurring outside of his or her employment is entitled to short-term disability insurance provided by the Town. The employee will be responsible for paying income taxes on the premium for his/her insurance. The employee will be required to provide medical documentation including diagnosis, prognosis and possible return to work date signed by a medical doctor. The specifics of the plan are:

1. During the first fifteen (15) calendar days of disability the employee will utilize his/her accumulated sick time.
2. After Step 1 the employee will be paid by the insurance company for up to 166 more calendar days. The employee will receive seventy percent (70%) of his/her weekly pay up to \$1,000 per week on a tax-free basis. The employee will be responsible for paying to the Town his/her share of any weekly deductions normally taken out of their pay.
3. The Town offers a Long-Term Disability policy, which is 100% employee paid, provided a minimum number of employees participate as determined by the Insurance Company.

Workman's Compensation

Any employee, when disabled by an accident or injury arising out of his or her employment, is entitled to file for benefits under Workman's Compensation.

Any injury must be immediately reported to the supervisor or DPW Director.

The report of injury shall be completed in triplicate and one (1) copy shall be retained in the employee's personnel file, one copy given to the employee, and one (1) copy forwarded to the Workman's Compensation agent for said Town of Upton as soon as practicable.

ARTICLE 15 - BEREAVEMENT/PERSONAL LEAVE

A. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, i.e. mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, it is recognized that the employee may need time off to

attend the funeral services. The Town will pay the employee up to four (4) days leave, at his/her regular straight time pay for eight (8) hours per day for such days of absence. This bereavement time off will be within the time of death and to the time of internment.

In the event of a death of an employee's grandparent/grandchild, it is recognized that the employee may need time off to attend the funeral services. The Town will pay the employee two (2) days of pay at their regular rate of pay for eight (8) hours.

B. PERSONAL LEAVE

Application for such personal leave must be given to the Division Head at least forty-eight (48) hours in advance of the date of such leave, a maximum of three (3) days with pay may be granted, except in an emergency. The approval of the hiring authority is required of the granting of same. The personal leave days hereunder shall be non-cumulative.

ARTICLE 16 - JURY PAY

The Employer agrees to make up the difference in an employee's wages in accordance with M.G.L. 234A and shall be paid regular wages for the first three (3) days, or part thereof at the employee's regular straight time rate.

ARTICLE 17 - LEAVES OF ABSENCE

After one (1) year of continuous service, the Town Manager for the Town of Upton and in its sole discretion may grant leaves of absence but shall be without compensation. Leaves of absence of over thirty (30) days' duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee unless an extension of leave beyond thirty (30) days has been authorized by the Town Manager in advance. The decision of the Town is not subject to the grievance procedure.

Employees on an unpaid leave of absence shall not be eligible to receive holiday, vacation, sick leave, personal or bereavement leave pay during the period of unpaid leave of absence. If the employee fails to return to full duty after the leave expires, it shall be a voluntary resignation effective the last day of the unpaid leave.

ARTICLE 18 - MILITARY TRAINING / LEAVE

The Town Manager or his or her designee will grant up to forty (40) days per federal fiscal year of military leave with pay per M.G.L. Chapter 33 sec. 59.

ARTICLE 19 - UNIFORMS AND PROTECTIVE CLOTHING

- A. If any employee is required to wear protective clothing, or any type of protective device as a condition of employment as now provided, such protective clothing, foul weather gear or protective device shall be furnished by the Employer to the employee; the cost of maintaining such items in proper working condition shall be paid by the Employer.

All protective clothing shall remain at the DPW Garage or the Waste Water Treatment Plant when not in use during the workday.

Each full-time employee shall be provided an annual clothing allowance of \$700.00. Work shirts shall have the Town of Upton insignia and "Upton Public Works" displayed on the left breast portion of the shirt. The vendor and insignia on the shirt will be mutually agreed upon by the Town and the Union. The Town will pay the initial cost of the design of the insignia on the shirts. Employees are generally expected to wear the shirts while on duty during regular and overtime hours worked. The employee must submit timely receipts for clothing purchases, which will be used as a basis for reimbursement for the full cost of the purchase up to the amount allowed. Timeliness is considered within thirty (30) days of the purchase by the employee. This allowance is not retroactive. Employee receipts must be submitted within 30 days of ending probationary period and cannot be more than 7 months old.

The Employer agrees to provide all materials, equipment, tools, and the licenses required to perform the duties assigned to the employees by this Agreement.

ARTICLE 20 - NO STRIKES/LOCKOUTS

It is understood and agreed that the services performed by the DPW Employees are essential to public health, safety, and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Upton. No employees shall cause or take part in any strike, work stoppage, slowdown, or other action, which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union, with concurrence of Management, agrees to take positive affirmative steps with the DPW Employees concerned, and to hold meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lock out DPW Employees nor will it do anything to provoke interruptions of or prevent such continuity of performance, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 21 - HEALTH AND WELFARE

It is agreed that should any mandated changes occur in Federal or State statutes affecting health and welfare plans, this Agreement will be immediately reopened, at either party's request for negotiations on this subject, with any changes to be included in the next contract.

ARTICLE 22 – NONDISCRIMINATION CLAUSE

The parties to this Agreement agree that they shall not discriminate against members of the bargaining unit because of race, color, creed, religion, nationality, age, sex, marital status, political affiliation, Union membership or activity on behalf of the Union; nor shall the parties to this Agreement discriminate in regards to employment or conditions of employment or discriminate against any employee who has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for, or on behalf of, the Union. It is further agreed that neither party will foster or otherwise encourage any discrimination, and that they will mutually work toward a resolution of any discriminatory practices, if any, which are brought to their attention.

Nothing shall abridge the right of any duly authorized representatives of the Union from lawfully presenting the views of the Union to the public on issues which the welfare of its members, which would not include DPW operations or deployment. Nothing shall abridge the right of any duly authorized representative of the Board of Selectmen from lawfully presenting the views of management to the public on issues affecting management. Allegations of violations of this Article shall be processed only to the appropriate agency, i.e. complaints to the Massachusetts Labor Relations Commission or the Commission Against Discrimination (or court), where violations of the statute are involved.

ARTICLE 23 - CLASSIFICATION PLAN AND PAY RATES

In this Agreement and made part of it as Appendix A, shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title, job description, along with the wages for each position.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

1. BULLETIN BOARD - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree it would be improper to post denunciatory or inflammatory written material on such bulletin boards. All such notices must be signed and dated by an officer of either the Union or the Employer.
2. Should any provisions of this Agreement be found to be in violation of any Federal or State law or civil service rule, by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement, shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
3. Access to Premises - the Employer agrees to permit representatives of the Truck Drivers Union Local #170 to enter the premises during normal business hours for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees and provided they notify the Department Head in advance.
4. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit, except that the Town may contract for work or services outside the scope of the bargaining agreement or as it has been done in the past.
5. Conformity to Law - Saving Clause - If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
6. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

7. If an employee loses his/her required driver's license (CDL, etc.) the DPW Director may, but need not, permit such individual to work if, in such Director's discretion, and/or with the approval of the Board of Selectmen, there is work available for which said individual is qualified. This may be for such duration, as the Director deems appropriate. If the temporary work is in a lower classification, such lower pay grade will apply.
8. The Town will pay the license renewal fee of employees for all required licenses to include Hydraulics, Hydraulics (continuing education), CDL, DOT Physicals, Pesticide, Pesticide (continuing education), Pesticide (annual renewal), Drinking Water treatment 1, Drinking Water Distribution 2, Wastewater Operation Grade 5, Backflow Licenses, ASE's, CDL Class B, Hydraulic Operator's license and all Water and Wastewater License renewals and upgrades issued by the Commonwealth of Massachusetts. Should an employee in a laborer classification qualify for a commercial driver's license (CDL) or a Hydraulic Operator's license, the Town will incur the expense. The Town will also incur the expense for any continuing education for water and wastewater employees required for total contact hours.
9. In the first payroll period of each November, all bargaining unit employees shall receive an annual payment of \$200.00 for preparations for snow plowing operations.
10. If any licenses required and/or reimbursed by the Town are revoked, expired, suspended, or restricted in any way, the Employee shall notify the Director of Public Works and or Supervisor prior to reporting to their next scheduled work shift.
11. Each existing employee at the time of the effective date of this agreement shall receive a \$35.00 per month stipend for use of their personal cell phones for town business.
12. The Town shall provide information on current available vacation, sick, personal, and compensatory time monthly through the Director of Public Works.
13. Payroll will be administered via electronic deposit and with paperless statements only.
14. Other Post-Employment Benefits (OPEB): Each new employee hired on or after January 1, 2019, will contribute 2% of their gross pay (base [forty (40) hours straight-time pay per week] and longevity) to the Town's OPEB Trust Fund account. This payment will be a direct debit from the employee's weekly payroll.
15. Employees performing mechanic duties shall receive a tool reimbursement of up to seven hundred fifty dollar (\$750.00) annually.

ARTICLE 25 - EFFECTIVE DATE, TERMINATION DATE AND OTHER

1. **EFFECTIVE DATE:** This Agreement shall be effective as of **July 1, 2024**. The execution of this Agreement by the authorized representatives of the Union and the Employer shall confirm the effective date hereof to be as of **July 1, 2024**. The salary section of this agreement shall be effective as of **July 1, 2024** and apply only to those on the payroll as of the date of signing. All monetary value/costs of this agreement are conditional upon Town Meeting approval/funding appropriation.

2. **TERMINATION**: This Agreement will remain in effect until **June 30, 2027**. Or at such time as a new agreement is reached whichever is later. At the end of that fiscal year, either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails, to the responsible signatories, or their elected replacements, to this Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

ARTICLE 26 - PERSONNEL FILE

Personnel Records: A copy of any written statement or report which is of positive or critical or unsatisfactory nature concerning an employee, made by a member of management or a designated supervisor, which is to be retained by the Employer in the employee's personal file, shall be shown to the employee, who shall certify and date in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report, shall certify and date in writing that the employee refused to sign the statement acknowledging this fact. If the employee is not available, (due to illness or absence), at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of the filing, but the employee shall be given the opportunity to read the report as soon as he/she is available thereafter.

The Employer reserves the right, to take any action in the Town's interest, based solely on such statement or report unless it appears in the file that, in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

The employee shall be permitted to make a written rebuttal or explanation as to any such report, and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

ARTICLE 27 - AMERICANS WITH DISABILITIES ACT

As of July of 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Employer shall take positive action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the Employer and the Union to the penalty provisions of the ADA.

ARTICLE 28 - LIFE INSURANCE

Term Life Insurance in the amount of \$20,000.00 for eligible employees is included as part of the Town's Benefit Plan.

ARTICLE 29 - MEDICAL PLANS

Regular full-time employees may voluntarily enroll in the Town's Group Medical Plan, which consists of a Health Maintenance Organization Plan and a Preferred Provider Plan (Indemnity). The Town will pay sixty (60%) percent of the health insurance premium and the employees will pay forty (40%) percent of the health insurance premium for the Indemnity Plan. The contribution rates for the Health Maintenance Organization plan will remain at seventy-five (75%) by the Town and twenty-five (25%) by the employee.

Employees in part-time positions, who work at least twenty (20) hours regularly per week each week of the year, are also eligible for the Town's group medical plan.

Any employee who obtains health insurance elsewhere and does not use the Town's plan is eligible to receive up to \$1,500/year for an individual plan and \$3,000 for a family plan as outlined in the Town's Personnel By-law – Voluntary Opt-out Plan.

ARTICLE 30 - LONGEVITY PAYMENTS

Each full-time employee covered by the provisions of this Agreement shall receive a longevity payment to be paid in a lump sum during the next full pay period following July 1st of each year, such payment to be based on the number of consecutive years of full-time service to the Town in positions covered by this bargaining unit, in accordance with the following schedule.

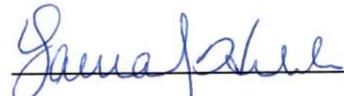
5 years of service	\$ 500.00
10 years of service.....	\$ 700.00
15 years of service.....	\$ 750.00
20 years of service.....	\$ 800.00
25 years of service.....	\$ 850.00

For purposes of this Article, consecutive years of service shall mean the length of an employee's uninterrupted service in years in the employ of the Town of Upton and in positions included within the bargaining unit. Unpaid, approved leaves of absence shall not be considered as breaks in said consecutive years of service; however, only years, months or days spent on paid leaves of absence shall be included in the computation of consecutive years of service.

This Agreement signed this 15th day of October, 2024.

TOWN OF UPTON

SELECT BOARD



Laura Hebb, Chair



Maureen Dwinnell, Member

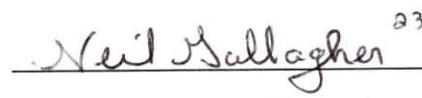


Brett A. Simas, Member

TEAMSTERS UNION LOCAL 170



Kenneth Bergen, Business Agent



Neil Gallagher, Steward/Committee Member



Matthew Kerr, Committee Member



Timothy Rick, Committee Member

APPENDIX A WAGES

New employees hired after the signing of this Agreement and during their six (6) month probationary period will be paid at the minimum rate.

If after the completion of their probationary period they are offered regular full-time employment with the Town of Upton, they will be moved to the current rate of pay that applies to their classification.

Cross training will be provided at the discretion of the Select Board or their designee.

Up to one person that possesses the ASE Certification will receive an additional \$1.50 per hour for obtaining and maintaining an active license.

Establish full-time foremen to both the Highway (@\$3.00 per hour) and Water/Wastewater(@\$5.00 per hour) Divisions.

Effective July 1, 2024, all employees' hourly base rates of pay shall be determined by a new five-step wage matrix with all existing employees starting on step one.

Each step is equal to one year of service, with each employee advancing to the next highest step the subsequent fiscal year. Each Step equals a 2.45% increase from the preceding Step.

The Town will prepare job descriptions and revised job descriptions for the Union to review as follows: Highway Foreman, Water/Wastewater Foreman, PFC Foreman, and Laborer/Cemetery/ Heavy Equipment Operator. Upon approval of job descriptions and filling of the above listed positions, employees placed into said positions will be paid retro to July 1, 2024.

*In the water/wastewater division an apprentice will work towards becoming a fully licensed water/wastewater operator. In that process each water license will be worth .65 cents (T1, D1, and D2) and each wastewater license up to 4M will be equal to \$1.30, and with the last of the licenses obtained an additional .01 cents so that three water licenses are worth \$1.96 and four wastewater licenses are worth \$5.21. The classification of Laborer only in Highway will mean that the employee has no licenses beyond a regular driver's license.

An employee of the DPW who holds a license or certification above their job classification such as a C.D.L., hoisting license, water license, wastewater license, pesticide license" and is needed to perform tasks above their job classification will be paid the corresponding rate for a minimum of two hours or the length of time they perform that work, whichever is greater.

Up to two persons in the Water/Wastewater division will receive an additional .75 cents/hour if they have successfully obtained and maintain a Backflow License. Up to two (2) persons in the Water/Wastewater division shall receive an additional \$.25 per hour for obtaining and/or maintaining a Cross-Connection Surveyor's License. Up to one person that possesses the ASE Certification will receive an additional \$1.50 per hour for obtaining and maintaining an active license.

The Town agrees that it shall recommend on the warrant at the next town meeting, the establishment of a Full-time Working Foreman position for the Water/Wastewater Division, who shall report to and be under the authority of the Division Supervisor and the DPW Director. Upon authorization for the

establishment of said position, the Town and the Union shall meet and discuss appropriate additional compensation for the position.

All increases in employee wages, benefits, and other forms of compensation shall be paid retroactive to July 1, 2024.

HOURLY RATES

FY 25 Pay Rates Effective July 1, 2024 to June 30, 2025							
COLA 1.5%		FY 25	Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic/Heavy Equipment Operator		\$34.15	\$35.26	\$36.13	\$37.01	\$37.92	\$38.85
Laborer		\$22.73	\$23.46	\$24.04	\$24.63	\$25.23	\$25.85
Laborer/Heavy Equipment Operator		\$26.27	\$27.12	\$27.79	\$28.47	\$29.16	\$29.88
Laborer/ Cemetery/ Heavy Equipment Operator		\$29.14	\$30.09	\$30.82	\$31.58	\$32.35	\$33.14
Laborer/Heavy Equipment Operator w/Pesticide License		\$29.29	\$30.24	\$30.99	\$31.75	\$32.52	\$33.32
PFC Foreman		\$38.22	\$39.46	\$40.43	\$41.42	\$42.44	\$43.48
Wastewater Operator		\$29.30	\$30.25	\$30.99	\$31.75	\$32.53	\$33.32
Water/Wastewater w/4M, T1 & D1		\$30.83	\$31.83	\$32.61	\$33.41	\$34.23	\$35.07
Water/Wastewater w/4M, T1, D1 & D2		\$31.76	\$32.80	\$33.60	\$34.42	\$35.27	\$36.13
Water/Wastewater w/5C, T1 & D2		\$32.71	\$33.78	\$34.60	\$35.45	\$36.32	\$37.21
Fully Qualified Water Wastewater Operator		\$33.74	\$34.84	\$35.69	\$36.57	\$37.46	\$38.38
W/WW Apprentice		\$22.73	\$23.46	\$24.04	\$24.63	\$25.23	\$25.85
Custodian		\$25.53	\$26.36	\$27.00	\$27.66	\$28.34	\$29.04
FY 26 Pay Rates Effective July 1, 2025 to June 30, 2026							
COLA 2%			Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic/Heavy Equipment Operator			\$35.97	\$36.85	\$37.75	\$38.68	\$39.63
Laborer			\$23.93	\$24.52	\$25.12	\$25.74	\$26.37
Laborer/Heavy Equipment Operator			\$27.66	\$28.34	\$29.04	\$29.75	\$30.48
Laborer/ Cemetery/ Heavy Equipment Operator			\$30.69	\$31.44	\$32.21	\$33.00	\$33.81
Laborer/Heavy Equipment Operator w/Pesticide License			\$30.85	\$31.61	\$32.38	\$33.17	\$33.99
PFC Foreman			\$40.25	\$41.24	\$42.25	\$43.29	\$44.35
Wastewater Operator			\$30.85	\$31.61	\$32.38	\$33.18	\$33.99
Water/Wastewater w/4M, T1 & D1			\$32.47	\$33.26	\$34.08	\$34.91	\$35.77
Water/Wastewater w/4M, T1, D1 & D2			\$33.45	\$34.27	\$35.11	\$35.97	\$36.85
Water/Wastewater w/5C, T1 & D2			\$34.45	\$35.30	\$36.16	\$37.05	\$37.95
Fully Qualified Water Wastewater Operator			\$35.54	\$36.41	\$37.30	\$38.21	\$39.15
W/WW Apprentice			\$23.93	\$24.52	\$25.12	\$25.74	\$26.37
Custodian			\$26.88	\$27.54	\$28.22	\$28.91	\$29.62
FY 27 Pay Rates Effective July 1, 2026 to June 30, 2027							
COLA 2%			Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic/Heavy Equipment Operator			\$36.69	\$37.59	\$38.51	\$39.45	\$40.42
Laborer			\$24.41	\$25.01	\$25.62	\$26.25	\$26.89
Laborer/Heavy Equipment Operator			\$28.22	\$28.91	\$29.62	\$30.34	\$31.09
Laborer/ Cemetery/ Heavy Equipment Operator			\$31.30	\$32.07	\$32.85	\$33.66	\$34.48
Laborer/Heavy Equipment Operator w/Pesticide License			\$31.47	\$32.24	\$33.03	\$33.84	\$34.67
PFC Foreman			\$41.06	\$42.06	\$43.10	\$44.15	\$45.23
Wastewater Operator			\$31.47	\$32.24	\$33.03	\$33.84	\$34.67
Water/Wastewater w/4M, T1 & D1			\$33.12	\$33.93	\$34.76	\$35.61	\$36.48
Water/Wastewater w/4M, T1, D1 & D2			\$34.12	\$34.96	\$35.81	\$36.69	\$37.59
Water/Wastewater w/5C, T1 & D2			\$35.14	\$36.00	\$36.88	\$37.79	\$38.71
Fully Qualified Water Wastewater Operator			\$36.25	\$37.13	\$38.04	\$38.98	\$39.93
W/WW Apprentice			\$24.41	\$25.01	\$25.62	\$26.25	\$26.89
Custodian			\$27.42	\$28.09	\$28.78	\$29.49	\$30.21

Agreement Between the Town of Upton and Supervisor's Union

Teamsters Local #170

**Department of Public Works Supervisor's
TOWN OF UPTON | JULY 1, 2024 – JUNE 30, 2027**

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This Agreement entered into by the Town of Upton, hereinafter referred to as the Employer, and Truck Drivers Union, Local #170, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time regular and part-time, Supervisors employed for twenty (20) hours or more per week on a regularly scheduled basis by the Department of Public Works, Water/Wastewater, Highway, and Parks Divisions as set forth on Appendix A attached hereto, as hereinafter described for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2 - UNION DUES AND INITIATION FEES

Although membership is not mandatory for Department of Public Works Supervisors, benefits gained by the Union are accorded to all employees represented, therefore, all full and part-time employees will be required to pay either Union Dues and Initiation Fees or an Agency Service Fee within thirty (30) days upon becoming a full or part-time Department of Public Works Water/Wastewater or Highway or Parks employee. The Agency Service Fee shall be in an amount equal to Union dues less any amount paid by the Union to its national organization on a per capita basis for Union members and in any event will comply with the regulations of the Massachusetts Labor Relations Commission (G.L.c. 150E, s.12). The Union will not involve the Town in the enforcement of this paragraph and will indemnify and save the Town harmless from any claims arising hereunder.

Payroll deductions will be made for Union Dues and initiation fees, Credit Union, and Agency Service Fees by the Town of Upton. Payments shall be deducted once a month with the written consent of each employee.

The Union shall assist the Town Treasurer by providing pertinent information and data regarding Union members and dues deduction.

The Town shall incur no liability for loss of monies after depositing the same as directed by the Union.

The Union assumes full responsibility for the disposition of money so deducted once it has been mailed to the Treasurer of the Union who will be required to provide such information to the Town Treasurer as required under the M.G.L. c180, Section 17G.

ARTICLE 3 - MANAGEMENT RIGHTS POLICIES AND WORK RULES

Nothing in this Agreement shall limit the Town in the exercise of its function of efficient management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: determine the mission, budget and policy of department and/or Divisions, including adding or eliminating departments and/or Divisions; determine the organization of department and/or Divisions,

including number of employees, work functions and technology and methods of performing them; (establish rules, regulations, policies and procedures to guide the accomplishment of the Town's business) establish new jobs; abolish and change existing jobs; determine the numbers, types and grades of positions assigned to organizational units, work projects or work locations; establish job descriptions for each position; assign work and work to be performed; hire and promote employees; suspend, demote, discharge or take other disciplinary action against employees; transfer, temporarily reassign or detail employees to other shifts or duties for reasons of safety, emergency situations or change in work load; lay off employees due to lack of work or funds; determine standards of proficiency in work skills and physical fitness standards required for each position; establish or modify work schedules and shift schedules, including lunch and break periods, and the number and selection of employees to be assigned.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, including but not limited to, and by way of example, assignment of work shifts whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. This includes the exercise of all rights, powers, and responsibilities that it has or may hereafter be granted by law, without such exercise is made the subject of a grievance or arbitration proceeding.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes.

To require reasonable, non-emergency overtime from employees. It is understood that during emergency or urgent conditions, ALL employees shall be available for work and shall perform whatever tasks are necessary as outlined within the job description or past practices, in order to fulfill the Department of Public Work's needs.

The Town Personnel By-Law shall be incorporated into this Agreement by reference, with regard to those items not addressed in this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE – DISCIPLINE OR DISCHARGE

A grievance is a dispute, which may arise between the parties as to the application, meaning, interpretation or an expressed provision of this Agreement and shall be settled in the following manner. The grievance shall cite which article is alleged to have been violated.

Step 1. The employee shall take up the grievance in writing with the Director of Public Works within ten (10) working days of the occurrence, incident or when the employee should have reasonably known or had knowledge of the incident or the employee should have reasonably known (whichever is first), which gave rise to the grievance, who shall attempt to resolve this matter, consistent with his authority. The Director of Public Works shall respond to the grievance in writing within ten (10) working days from the time that the grievance was discussed with employee.

Step 2. If the grievance is not settled in Step 1, it shall be presented, in writing, to the Director of Public Works within ten (10) working days after the immediate supervisor's response is due.

The Director of Public Works shall respond to the employee in writing within ten (10) working days.

Step 3. In the event the grievance has not been settled by the action of the Director of Public Works, then it shall be presented in writing by the alleged grieved employee to the Town Manager within ten (10) working days after the response of the Director of Public Works is due. The Town Manager shall respond in writing within ten (10) working days or as soon as reasonably possible unless extended in writing by both parties.

Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Town Manager is due, by written notice to the Town Manager, request arbitration.

The parties may by mutual agreement agree to extend the time limits in the above procedures.

The services of the **State Board of Conciliation and Arbitration** shall be utilized for the purposes of arbitration of disputes over the interpretation or application of the terms of this Agreement as provided in Section 8, Chapter 150E, and General Laws of the Commonwealth of Massachusetts, as amended. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

The expense, if any, for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record made.

The decision of the arbitrator shall be final and binding on both parties and appealed only pursuant to M.G.L. c.150C. The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend, or modify this Agreement.

Discipline or Discharge:

The Town shall have the right at any time to adopt reasonable rules and regulations. All employees shall be subject to such rules and regulations. In enforcing such rules and regulations, the Town has the right to discharge, discipline or suspend for cause only.

The form of discipline may include the following:

Step 1. Oral warning reduced to writing from Director of Public Works to employee with Steward present, as requested by the member.

Step 2. Written warning from Director of Public Works to employee with copy to Steward, Town Manager, and Union Business Representative.

Step 3. Suspension with written notice routing as in (2) above.

Step 4. Discharge in writing as in (2) above.

The parties recognize that the gravity of any individual incident may require immediate action at any level in appropriate cases. The cause provisions of this Article may apply only to regular full-time and part-time employees.

ARTICLE 5 – SENIORITY

For the purpose of this Agreement, seniority shall be defined, as the length of continuous uninterrupted full-time service within each department, within the Town of the employee in the bargaining unit shall determine the seniority of the Supervisor. A seniority list shall be posted by the Town annually, and a copy sent to the Union.

Seniority shall be accrued by an employee after six (6) months probationary period at which time seniority shall be retroactive to the first day of employment with the Town.

Seniority shall govern or control within each department, in all cases of decrease or increase of the working force, as well as preference in choice of vacation period. Regular full-time and part-time Supervisors who are laid off will be placed on the recall list for one (1) year provided they maintain the qualifications to do the job as established by the Town. Supervisors will be on six (6) month probation in order to allow an opportunity to renew the necessary licenses for the job. Upon being recalled, a Supervisor shall have fourteen (14) calendar days to accept re-employment.

ARTICLE 6 - HOURS OF WORK

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

The workweek for DPW, Water/Wastewater, Highway and Parks Supervisors shall consist of five (5) consecutive eight (8) hour days Monday thru Friday. Part-time work shall be defined as an employee who works "Weekly" more than twenty (20) hours but less than forty (40) consecutively for fifty-two (52) weeks per year.

1. A Supervisor called back to work shall receive, a minimum of four (4) hours pay at one and one-half (1½) time the Supervisor's base hourly rate.
2. Any Supervisor ordered to attend any Special meeting shall receive, a minimum of four (4) hours pay at one and one-half (1½) times the employee's base hourly rate.
3. A one-hour stipend at time & one half for on call coverage outside of normal working hours in order to handle incoming phone calls from police, fire, and or tree warden regarding emergencies and making outgoing phone calls to employees, contractors and vendors dispatching them to handle the necessary work, to resolve the emergency condition.

ARTICLE 7 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in the department except when a Supervisor is qualified for promotion in a manner consistent with the Town of Upton's Personnel By-Laws. The position shall be awarded to the most reasonably qualified candidate whether due to an internal or external posting, consistent with the Town of Upton's Personnel By-Laws in a conspicuous place listing the pay, duties, shift, and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Successful qualified internal D.P.W. Supervisors will be awarded the position over external applicants. Qualified external applicants, if successful, shall be given a six (6) month probationary period in the new position at the applicable rate.

ARTICLE 8 – OVERTIME

Supervisors covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate of pay for work in excess of forty (40) hours in one (1) week.

Any Supervisor called back to work after having completed his or her assigned work and left his or her place of employment, and before his or her next regularly scheduled starting time, shall be paid at the rate of one and one-half (1 ½) times the regular base hourly rate of pay for all hours worked on recall, provided, however, for the first (1st) such period of recall only, the employee shall be entitled to a minimum of four (4) hours' pay at time and one-half (1½) unless the time blends with the start of the employee's shift. After completion of his/her sixteenth (16th) consecutive hour of work on a single shift without interruption, an employee shall be entitled to double time: two (2) times his/her usual hourly rate of pay from the commencement of his/her seventeenth (17th) consecutive hour until the conclusion of the uninterrupted work shift or until his/her regularly scheduled shift resumes, whichever comes first. Should work continue beyond said regular shift, the employee shall resume double time (two (2) times his/her usual hourly rate of pay). The Supervisor so contacted by the DPW Director must report promptly to his/her location unless a reasonable basis exists as to why the Supervisor cannot report.

Supervisors shall receive double (2X) time their regular base hourly rate of pay for all hours worked on Sundays. Supervisors who work overtime on a call-back, or who are called in to work on a scheduled day off, shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½) times the regular base hourly rate, except when the call-back time blends with the start of the Supervisor's regular shift, i.e., there will be no "pyramiding" of overtime.

In the event that it becomes necessary to utilize Supervisor's from other departments within the Town for work in a particular department, then the Supervisor from the department, which normally does not perform such work, shall be released first as the workload lessens, unless public safety concerns as determined by the DPW Director or his/her assign.

The Employer may keep records in each department's time book of the overtime work, including refusals of overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward, with a person designated by the Employer.

Except in emergencies, as determined by the Director of Public Works as defined in M.G.L. Chapter 39, Section 23A, overtime work shall be voluntary. Except that, if a Director of Public Works is unable to fill his requirements, he shall be allowed to go outside the bargaining unit for additional manpower. There shall be no discrimination against any employee who declines to work voluntary overtime.

An employee who is out sick is NOT AVAILABLE for any overtime until he reports back to work on his next regular work shift, EXCEPT under conditions of urgency as declared by the Director of Public Works. An employee who is out for ONE vacation day IS AVAILABLE for any overtime after 3:30 p.m. of that day. This includes Personal Days and Compensatory Time days. An employee who takes one or more week vacation or a compensatory week IS ELIGIBLE for overtime during such week only after the Division Head has exhausted the entire rotation list of the Division.

Compensable Time: In lieu of overtime pay, employees shall have the option of banking up to forty (40) hours a year to be used as compensatory time. The overtime rate shall dictate the accrual rate of compensatory time. (Example: One hour of overtime paid at two times (2X) the employee's hourly rate of pay shall equate to two (2) hours of compensable time). Any unused compensable time at the end of the year shall be paid out to the employee at his/her regular hourly rate of pay upon the approval of the Director of Public Works.

ARTICLE 9 - UNION REPRESENTATIVES

A written list of union stewards, (not more than one (1) from any department), shall be furnished timely to the Employer immediately after their designation and the Union shall notify the Employer in writing timely of any change.

The above shall be granted reasonable time off by the Director of Public Works, during regularly scheduled working hours, to investigate and to settle grievances.

ARTICLE 10 - MEAL PERIODS

All Supervisors shall be granted a meal period of one-half (1/2) hour duration unpaid during each eight-hour work shift.

ARTICLE 11 - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift, in the AM. The rest period shall be scheduled at the middle of each one-half (1/2) shift, in the PM whenever this is feasible.

ARTICLE 12 – HOLIDAYS

The following fourteen (13 ½) days shall be considered to be paid legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	the Day after Thanksgiving
Independence Day	Christmas Eve ½ Day
Juneteenth	Christmas Day

Holiday pay shall be eight (8) hours pay at straight time rate. If a holiday occurs within a Supervisors vacation period, he shall receive an additional day's vacation with pay, or the Supervisor can choose to receive an additional day's pay.

Whenever any of the holidays listed above falls on a Saturday or on a Supervisor's scheduled day off, the preceding Friday or the nearest scheduled workday for that Supervisor shall be observed as the holiday.

When one of the foregoing holidays falls on a Sunday, the holiday will be observed the following Monday. When one of the foregoing falls on a Saturday, the holiday will be observed on the preceding Friday.

A Supervisor must be in full pay status on the preceding and following scheduled workday of the holiday in order to qualify for overtime holiday pay.

Whenever it is practical without impairing the performance of any essential service in a Town Division or project, Supervisors should be excused from all duty during a legal holiday without loss of pay.

Supervisors will be paid double (2X) time for the hours worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day in addition to his/her regular pay for the day.

ARTICLE 13 – VACATIONS

Whenever possible, priority of selection of vacation period shall be based upon length of full-time service in the Division of the Town: that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the department and shall be subject to the final approval of the Director of Public Works. It is the intent of this paragraph that the efficiency of the Division be unimpaired by vacations and nothing in this paragraph shall be construed as limiting the discretion of the Director of Public Works in setting up the schedule of vacations.

All selections for vacation periods shall be submitted on or before thirty (30) days prior to the start of the fiscal year, and all vacations shall be taken in the fiscal year. However, this limitation may be waived by the Director of Public Works or the Town Manager.

All accrued unused vacation time shall be paid to any employee whose employment by the town ceases.

Regular full-time Supervisors who have been in continuous full-time service to the Town shall be entitled to a vacation according to the following schedule:

During the first year of employment, vacation time is earned on an accrual basis. The accrual rate for that first year of employment is shown in the table below. First year employee's vacation hours are calculated using the following formula.

*(Regular Hours Worked) times (Accrual Rate Factor) equals Vacation Hours

Thereafter, employees shall receive all his/her vacation time at the beginning of each fiscal year and shall not be on an accrual basis.

Years of Service	Accrual Rate Factor	FT Hours	Vacation
Less than one	.0192	2080	40 Hours
One but less than five	N/A	N/A	80 Hours
Five but less than ten	N/A	N/A	120 Hours
Ten but less than fifteen	N/A	N/A	160 Hours
Fifteen to twenty	N/A	N/A	200 Hours

For each year after 20 years, employees shall receive 1 additional vacation day per year of service to a maximum of 30 days per year.

Employees are allowed to carry over up to thirty-days (30) of vacation into the following fiscal year with the recommendation of the Director of Public Works and approval of the Hiring Authority. The Director of Public Works should manage this situation to ensure the time is used within a reasonable time frame. Supervisors will be allowed to take vacations or other time, in day or half (1/2) day increments with short notice if approved by the DPW Director. A Supervisor will not be allowed to use vacation until it is earned.

If the Town decides to change between an anniversary or fiscal year system for sick leave and/or vacation accrual and credit, it will give the Union notice and will pro-rate all such accruals for affected Supervisors.

The existing practice for the carryover and accrual of vacation time that was in place in the prior contract shall still apply to the Supervisors who were employed as of the date this contract was signed. The carryover and accrual factors contained in this section will apply to new hires only.

New employees with previous specific and relevant department experience may receive vacation credits determined upon their years of experience and upon the recommendation of the hiring authority and human resources, with final approval by the Town Manager.

ARTICLE 14 - SICK LEAVE

Each Supervisor shall be credited with sick leave with pay at the rate of one (1) day for each month of paid service. Sick leave credit will begin the first (1st) day of the month in which the employee is employed. Unused sick leave shall accumulate from year to year to a maximum accumulation of one hundred (100) days.

Probationary Supervisors will accrue sick time but will not be allowed to use this benefit until their probationary period is over. An absence by the result of an illness during the probationary period shall be considered a leave without pay. A physician's certificate shall be required upon return to work. Any accumulated sick leave which Supervisors covered by this Agreement have credited to them on the effective date of this Agreement shall be retained by said employees.

Supervisors shall notify the DPW Director of their inability to report for duty at/or prior to the beginning of a workday. Any Supervisor who is absent from work by reason of illness for more than three (3) consecutive days may be required to submit to the Director of Public Works a Physician's Certificate certifying the illness, which was diagnosed, the prognosis and the estimated time that the Supervisor can return to full time duty.

Should an employee utilize five (5) sick days or less in any given contractual year, said employee shall be awarded one (1) additional personal day for the following contractual year.

Upon retirement, an employee who has accumulated eighty (80) or more sick days will be allowed to seek a sick leave payout equal to no more than twenty-five days. In the event of death of the employee such buyback shall be paid to the employees' estate.

In case of absence due to an industrial accident, the Supervisor may choose to use sick leave on a pro-rated basis to make up the difference between his regular wages and the amount from worker's compensation. This provision shall be subject to the limitations set forth in M.G.L. c152 Section 69.

The Town and the Union agree that the maintenance of good health and physical fitness are important to the successful performance of all duties and functions of the employees. Employees may be required to complete an annual physical examination at the sole expense of the Town, during the employees normal working hours, and only for reasons related to this article. Employees are expected to be at work on a regular, continuing, and consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements. An employee who demonstrates a pattern of sick use during separate times out for personal illness from the department in a year, shall be considered to be excessively absent, and in addition, any employee who uses all of his annual sick leave in any year, except for major illness or surgery, shall also be considered to be excessively absent.

If the amount of leave credit has been or is about to be exhausted, an employee may make application for advanced sick leave. Such application shall be made through the Town Manager, who is authorized to grant such advanced sick leave it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for advanced sick leave.

An employee, in order to be eligible to use sick leave, must notify the Division Head on or before the start of the first day of any absence for which he/she intends to use sick leave, with an estimate of the time the employee expects to return to work. The absent employee who is claiming sick leave is expected to keep the Department Head informed of the progress of the sickness, injury, or disability.

A: Long Term Sick Pay

Any Supervisor, when disabled by an accident or injury occurring outside of his or her employment is entitled to short-term disability insurance provided by the Town. The Supervisor will be responsible for paying income taxes on the premium for his/her insurance. The Supervisor will be required to provide medical documentation including diagnosis, prognosis and possible return to work date signed by a medical doctor. The specifics of the plan are:

1. During the first fifteen (15) calendar days of disability the Supervisor will utilize his/her accumulated sick time.
2. After Step 1 the Supervisor will be paid by the insurance company for up to 166 more calendar days. The Supervisor will receive seventy percent (70%) of his/her weekly pay up to \$1,000 per week on a tax-free basis. The Supervisor will be responsible for paying to the Town his/her share of any weekly deductions normally taken out of their pay.
3. The Town offers a Long-Term Disability policy, which is 100% employee paid, provided a minimum number of employees participate as determined by the Insurance Company.

B: Workman's Compensation

Any Supervisor, when disabled by an accident or injury arising out of his or her employment, is entitled to file for benefits under Workman's Compensation.

Any injury must be immediately reported to the superintendent, supervisor or DPW Director.

The report of injury shall be completed in triplicate and one (1) copy shall be retained in the Supervisor's personnel file, one copy given to the Supervisor and one (1) copy forwarded to the Workman's Compensation agent for said Town of Upton as soon as practicable.

ARTICLE 15 - BEREAVEMENT/PERSONAL LEAVE

A. BEREAVEMENT LEAVE

In the event of a death in the Supervisor's immediate family, i.e. mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, it is recognized that the employee may need time off to attend the funeral services. The Town will pay the Supervisor up to three (3) days leave, at his/her regular straight time pay for eight (8) hours per day for such days of absence. This bereavement time off will be within the time of death and to the time of internment.

In the event of a death of a Supervisor's grandparent, it is recognized that the employee may need time off to attend the funeral services. The Town will pay the employee one (1) day of pay at their regular rate of pay for eight (8) hours.

B. PERSONAL LEAVE

Application for such personal leave must be given to the Director of Public Works at least forty-eight (48) hours in advance of the date of such leave, a maximum of three (3) days with pay may be granted, except in an emergency, where no prior notification shall be needed. The approval of the hiring authority is required of the granting of same but no request for personal leave shall be unreasonably withheld. The personal leave days hereunder shall be non-cumulative.

One (1) unused personal day shall be paid out at the end of each contractual year."

ARTICLE 16 - JURY PAY

The Employer agrees to make up the difference in a Supervisor's wages in accordance with M.G.L. 234A and shall be paid regular wages for the first three (3) days, or part thereof at the Supervisor's regular straight time rate.

ARTICLE 17 - LEAVES OF ABSENCE

After one (1) year of continuous service, the Town Manager for the Town of Upton and in its sole discretion may grant leaves of absence but shall be without compensation. Leaves of absence of over thirty (30) days' duration shall be considered a break in employment and on return to work the Supervisor shall have the status of a new Supervisor unless an extension of leave beyond thirty (30) days has been authorized by the Town Manager in advance. The decision of the Town is not subject to the grievance procedure.

Supervisors on an unpaid leave of absence shall not be eligible to receive holiday, vacation, sick leave, personal or bereavement leave pay during the period of unpaid leave of absence. If the Supervisor fails to return to full duty after the leave expires, it shall be a voluntary resignation effective the last day of the unpaid leave.

ARTICLE 18 - MILITARY LEAVE

The Town Manager or his or her designee will grant up to forty (40) days per federal fiscal year of military leave with pay per M.G.L. Chapter 33 sec. 59.

ARTICLE 19 - UNIFORMS AND PROTECTIVE CLOTHING

- A. If any Supervisor is required to wear protective clothing, or any type of protective device as a condition of employment as now provided, such protective clothing, foul weather gear or protective device shall be furnished by the Employer to the Supervisor; the cost of maintaining such items in proper working condition shall be paid by the Employer.

All protective clothing shall remain at the DPW Garage or the Wastewater Treatment Plant when not in use during the workday.

Each full-time employee shall be provided beginning July 1, 2015, annually a clothing allowance of \$700.00. The Supervisor must submit timely receipts for clothing purchases, which will be used as a basis for reimbursement for the full cost of the purchase up to the amount allowed. Timeliness is considered within thirty (30) days of the purchase by the employee. This allowance is not retroactive.

The Employer agrees to provide all materials, equipment, tools and the licenses required to perform the duties assigned to the Supervisors by this Agreement.

ARTICLE 20 - NO STRIKES/LOCKOUTS

It is understood and agreed that the services performed by the DPW Employees are essential to public health, safety, and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Upton. No employees shall cause or take part in any strike, work stoppage, slowdown, or other action, which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union, with concurrence of Management, agrees to take positive affirmative steps with the DPW Employees concerned, and to hold meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lock out DPW Employees nor will it do anything to provoke interruptions of or prevent such continuity of performance, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 21 - HEALTH AND WELFARE

It is agreed that should any mandated changes occur in Federal or State statutes affecting health and welfare plans, this Agreement will be immediately reopened, at either party's request for negotiations on this subject, with any changes to be included in the next contract.

ARTICLE 22 – NONDISCRIMINATION CLAUSE

The parties to this Agreement agree that they shall not discriminate against members of the bargaining unit because of race, color, creed, religion, nationality, age, sex, marital status, political affiliation, Union membership or activity on behalf of the Union; nor shall the parties to this Agreement discriminate in regards to employment or conditions of employment or discriminate against any employee who has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for, or on behalf of, the Union. It is further agreed that neither party will foster or otherwise encourage any discrimination, and that they will mutually work toward a resolution of any discriminatory practices, if any, which are brought to their attention.

Nothing shall abridge the right of any duly authorized representatives of the Union from lawfully presenting the views of the Union to the public on issues which the welfare of its members, which would not include DPW operations or deployment. Nothing shall abridge the right of any duly authorized representative of the Select Board from lawfully presenting the views of management to the public on issues affecting management. Allegations of violations of this Article shall be processed only to the appropriate agency, i.e. complaints to the Massachusetts Labor Relations Commission or the Commission Against Discrimination (or court), where violations of the statute are involved.

ARTICLE 23 - CLASSIFICATION PLAN AND PAY RATES

In this Agreement and made part of it as Appendix A, shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title, job description, along with the wages for each position.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

1. BULLETIN BOARD - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree it would be improper to post denunciatory or inflammatory written material on such bulletin boards. All such notices must be signed and dated by an officer of either the Union or the Employer.
2. Should any provisions of this Agreement be found to be in violation of any Federal or State law or civil service rule, by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement, shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
3. Access to Premises - the Employer agrees to permit representatives of the Teamsters Union Local #170 to enter the premises during normal business hours for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Supervisors and provided they notify the Director of Public Works in advance.

4. No one outside the bargaining unit shall perform work normally done by those Supervisors within the bargaining unit, except that the Town may contract for work or services outside the scope of the bargaining agreement or as it has been done in the past.
5. Conformity to Law - Saving Clause - If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
6. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
7. If a Supervisor loses his/her required driver's license (CDL, etc.) the DPW Director may, but need not, permit such individual to work if, in such Director's discretion, and/or with the approval of the Town Manager, there is work available for which said individual is qualified. This may be for such duration, as the Director deems appropriate. If the temporary work is in a lower classification, such lower pay grade will apply.
8. The Town will pay the license renewal fee of Supervisors for any and all licenses required by the Town to include CDL Class B, Hydraulic Operator's license and all Water and Wastewater License renewals and upgrades issued by the Commonwealth of Massachusetts. Should a Supervisor qualify for a commercial driver's license (**CDL**) or a Hydraulic Operator's license, the Town will incur the expense. The Town will also incur the expense for any continuing education for water and wastewater employees required for total contact hours.
9. In the first payroll period of each November, all bargaining unit employees shall receive an annual payment of \$200.00 for preparations for snow plowing operations.
10. Technological Monitoring/Adjustment Compensation: Whenever the Water/Wastewater System Supervisor remotely accesses the monitoring/correction system during off duty hours, he/she will receive a minimum of one (1) hour of pay at one and one-half (1 ½) times his/her regular rate of pay for said monitoring adjustments.
11. OTHER POST EMPLOYMENT BENEFITS: New employees hired into this bargaining unit after January 1, 2019, will contribute 2% of their base salary and longevity to the Town's Other Post-Employment Benefits Trust Fund.
12. If any licenses required and/or reimbursed by the Town are revoked, expired, suspended, or restricted in any way, the Employee shall notify the Director of Public Works prior to reporting to their next scheduled work shift.
13. Payroll will be administered via electronic deposit and with paperless statements only.
14. Each employee of the bargaining unit shall receive a \$50.00 per month stipend for use of their personal cell phones for Town business. This stipend shall be paid in increments of twice per year, half on December 31st and half on June 30th.

ARTICLE 25 - EFFECTIVE DATE, TERMINATION DATE AND OTHER

1. **EFFECTIVE DATE**: This Agreement shall be effective as of July 1, 2024. The execution of this Agreement by the authorized representatives of the Union and the Employer shall confirm the effective date hereof to be as of July 1. The salary section of this agreement shall be effective as of July 1, 2024, and apply only to those on the payroll as of the date of signing. All monetary value/costs of this agreement are conditional upon Town Meeting approval/funding appropriation.
2. **TERMINATION**: This Agreement will remain in effect until June 30, 2027. Or at such time as a new agreement is reached whichever is later. At the end of that fiscal year, either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails, to the responsible signatories, or their elected replacements, to this Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

ARTICLE 26 - PERSONNEL FILE

Personnel Records: A copy of any written statement or report which is of positive or critical or unsatisfactory nature concerning a Supervisor, made by a member of management or a designated supervisor, which is to be retained by the Employer in the Supervisor's personal file, shall be shown to the Supervisor, who shall certify and date in writing that he/she has read it. If the Supervisor refuses to sign such a statement, the Director or other person in whose presence the Supervisor read the statement or report, shall certify and date in writing that the employee refused to sign the statement acknowledging this fact. If the Supervisor is not available, (due to illness or absence), at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the Supervisor at the time of the filing, but the Supervisor shall be given the opportunity to read the report as soon as he/she is available thereafter.

The Employer reserves the right, to take any action in the Town's interest, based solely on such statement or report unless it appears in the file that, in accordance with the above procedure, the Supervisor read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

The Supervisor shall be permitted to make a written rebuttal or explanation as to any such report and the Supervisor's written statement shall be filed with the related record. The Supervisor's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

ARTICLE 27 - AMERICANS WITH DISABILITIES ACT

As of July of 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Employer shall take positive action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in

compliance with the Act, which, if maintained or enforced, could subject both the Employer and the Union to the penalty provisions of the ADA.

ARTICLE 28 - LIFE INSURANCE

Term Life Insurance in the amount of \$20,000.00 for eligible employees is included as part of the Town's Benefit Plan.

ARTICLE 29 - MEDICAL PLANS

Regular full-time employees may voluntarily enroll in the Town's Group Medical Plan, which consists of a Health Maintenance Organization Plan and a Preferred Provider Plan (Indemnity). Starting July 1, 2012 the Town will pay sixty (60%) percent of the health insurance premium, and the Supervisors will pay forty (40%) percent of the health insurance premium for the Indemnity Plan. The contribution rates for the Health Maintenance Organization plan will remain at seventy-five (75%) by the Town and twenty-five (25%) by the Supervisor.

Supervisors in part-time positions, who work at least twenty (20) hours regularly per week each week of the year, are also eligible for the Town's group medical plan.

ARTICLE 30 – LONGEVITY

Each full-time employee covered by the provisions of this Agreement shall receive a longevity payment to be paid in a lump sum during the next full pay period following July 1st of each year, such payment to be based on the number of consecutive years of full-time service to the Town in positions covered by this bargaining unit, in accordance with the following schedule.

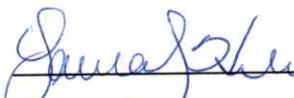
5 years of service	\$ 500.00
10 years of service	\$ 600.00
15 years of service	\$ 700.00
20 years of service	\$ 800.00
25 years of service	\$ 900.00
30 years of service	\$ 1000.00

For purposes of this Article, consecutive years of service shall mean the length of an employee's uninterrupted service in years in the employ of the Town of Upton and in positions included within the bargaining unit. Unpaid, approved leaves of absence shall not be considered as breaks in said consecutive years of service; however, only years, months or days spent on paid leaves of absence shall be included in the computation of consecutive years of service.

This Agreement signed this 15th day of October, 2024.

TOWN OF UPTON

SELECT BOARD



Laura Hebb, Chair



Maureen Dwinnell, Member



Brett A. Simas, Member

TEAMSTERS UNION LOCAL 170



Kenneth Bergen, Business Agent



John Johnson, Steward

APENDIX A WAGES

FY 25 Pay Rates Effective July 1, 2024 to June 30, 2025						
COLA 1.5%	FY 25	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Parks & Highway						
Supervisor	\$39.71	\$41.00	\$42.01	\$43.04	\$44.09	\$45.17
Parks / Highway Supervisor	\$43.87	\$45.30	\$46.41	\$47.54	\$48.71	\$49.90
Water/Waste Water Supervisor	\$43.87	\$45.30	\$46.41	\$47.54	\$48.71	\$49.90
FY 26 Pay Rates Effective July 1, 2025 to June 30, 2026						
COLA 2%		Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Parks & Highway						
Supervisor		\$41.82	\$42.85	\$43.90	\$44.97	\$46.07
Parks / Highway Supervisor		\$46.20	\$47.33	\$48.49	\$49.68	\$50.90
Water/Waste Water Supervisor		\$46.20	\$47.33	\$48.49	\$49.68	\$50.90
FY 27 Pay Rates Effective July 1, 2026 to June 30, 2027						
COLA 2%		Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Parks & Highway						
Supervisor		\$42.66	\$43.70	\$44.77	\$45.87	\$47.00
Parks / Highway Supervisor		\$47.13	\$48.28	\$49.46	\$50.68	\$51.92
Water/Waste Water Supervisor		\$47.13	\$48.28	\$49.46	\$50.68	\$51.92

Article 3

CLASSIFICATION PLAN

FY 25 GovHR		
	Union Affiliation	Exempt/ Non Exempt
GRADE 1		
Laborer		x
GRADE 2		
Cable Access Assistant		
Custodian		x
Department Assistant		
Library Assistant		
Van Driver		
GRADE 3		
Department Specialist		
Graphic Design & Marketing Specialist		
Library (Children's) Specialist		
Library Specialist		
Land Use and Inspectional Services Department Specialist		
Assistant Wiring Inspector		
GRADE 4		
Animal Control Officer		
Assistant Town Clerk		
Assistant Treasurer/Collector		
Communications Officer/Dispatcher		x
Department Coordinator		
Laborer/Heavy Equipment Operator/Cemetery		x
Laborer/Heavy Equipment Operator		x
GRADE 5		
Communications Officer/Dispatcher		
Call EMT*		
Call FireFighter*		
Land Use and Inspectional Services Administrator		
Water/Wastewater Operator		x
Social Services Coordinator		
GRADE 6		
Adult Services Librarian		
Assistant Public Health Supervisor		
Children's and Young Adult Librarian		
Career Firefighter/Paramedic		x
Local Building Inspector		
Plumbing and Gas Inspector*		
Wiring Inspector*		
Mechanic/Heavy Equipment Operator		x
Police Officer		
GRADE 7		
Conservation Administrator		
Highway Foreman		x
Executive Assistant		
PFC Foreman		x
Police Detective		x
Veterans Director		
GRADE 8		
Elder & Social Services Director		
Career Firefighter/EMT/LT		x
Fire Captain*		
Library Director		
Recreation Director		
Police Sergeant		x
Town Nurse		
GRADE 9		
Inspector of Buildings/Building Commissioner		
Parks and Highway Superintendent		x
Principal Assessor		
Town Clerk		
Treasurer/Collector		
Water and Wastewater Supervisor		x
GRADE 10		
Director of Land Use & Inspectional Services		
Finance Director/Town Accountant		
Human Resources Director		
Police Lieutenant		
GRADE 11		
Operational Fire/EMS Chief		
Director of Public Works		
GRADE 12		
Police Chief/Director of Public Safety		
GRADE 13		
Town Manager		

Position Title	Position Grade	FY 25 Step	FY 25 Step Increase 2.45%	FY 25		FY 25 HRGovPosition Grade	FY 25 HRGovStep	FY 25 HRGov Pay Plan Adjustment	FY 25 HRGov Pay Plan Adjustment	FY 25 GovHR			COST	Comments
				Step	Step					GovHR		COST		
Animal Control Officer	4	7	\$ 24.33	\$ 24,130.61	4	*3		\$ 26.49	\$ 26,272.78	8.88%	\$ 2,142.17	*Over 7 Years - 2 Step adjustment		
Assistant Public Health Supervisor	6	10	\$ 32.81	\$ 68,515.10	6	8		\$ 32.97	\$ 68,841.36	0.48%	\$ 326.26			
Health Agent	6	2	\$ 27.04	\$ 9,879.16	6	1		\$ 27.83	\$ 10,169.08	2.93%	\$ 289.92			
Town Nurse	7	12	\$ 38.58	\$ 48,333.02	8	7		\$ 40.42	\$ 50,638.18	4.77%	\$ 2,305.15	*Redline positions - 1 Step		
Executive Assistant	6	6	\$ 32.03	\$ 66,878.64	7	5		\$ 32.19	\$ 67,212.72	0.50%	\$ 334.08			
Cable Access Assistant	2	5	\$ 18.46	\$ 4,817.45	2	*3		\$ 21.46	\$ 5,601.06	16.27%	\$ 783.61	*Over 7 Years - 2 Step adjustment		
Director of Elder Services	8	8		\$ 81,870.48	8	6	\$ 82,027.00		\$ 82,027.00	0.19%	\$ 156.52			
Social Services Coordinator	5	6	\$ 26.60	\$ 55,543.35	5	2		\$ 27.15	\$ 56,689.20	2.06%	\$ 1,145.85			
Department Specialist	4	8	\$ 24.92	\$ 52,022.99	3	8		\$ 25.43	\$ 53,097.84	2.07%	\$ 1,074.85			
Van Driver	1	8	\$ 17.74	\$ 16,668.50	2	1		\$ 20.44	\$ 19,205.42	15.22%	\$ 2,536.92			
Van Driver	1	8	\$ 17.74	\$ 6,945.26	2	1		\$ 20.44	\$ 8,002.26	15.22%	\$ 1,057.00			
Department Coordinator	5	6	\$ 26.60	\$ 55,543.35	4	4		\$ 27.14	\$ 56,668.32	2.03%	\$ 1,124.97			
Treasurer/Collector	8	12	\$ 90,180.72	\$ 90,180.72	9	5	\$ 92,030.40		\$ 92,030.40	2.05%	\$ 1,849.68			
Principal Assessor	8	9	\$ 83,874.96	\$ 83,874.96	9	2	\$ 85,459.38		\$ 85,459.38	1.89%	\$ 1,584.42			
Assistant Treasurer/Collector	5	8	\$ 27.91	\$ 58,276.17	4	6		\$ 28.49	\$ 59,487.12	2.08%	\$ 1,210.95			
Department Specialist	4	12	\$ 27.45	\$ 27,227.39	3	12		\$ 28.02	\$ 27,790.24	2.07%	\$ 562.84			
Department Coordinator	5	10	\$ 29.29	\$ 61,163.92	4	8		\$ 29.90	\$ 62,431.20	2.07%	\$ 1,267.28			
LU&IS Director	10	7		\$ 100,244.88	10	3	\$ 100,735.24		\$ 100,735.24	0.49%	\$ 490.36			
LU&IS Administrator			\$ 29.07	\$ 60,698.16	5	5		\$ 29.20	\$ 60,969.60	0.45%	\$ 271.44			
Conservation Administrator	7	5	\$ 32.57	\$ 32,299.89	7	6		\$ 32.98	\$ 32,709.56	1.27%	\$ 409.68			
Library Director	8	11		\$ 88,030.08	8	9	\$ 88,334.21		\$ 88,334.21	0.35%	\$ 304.13			
Children & Young Adult Librarian	5	7	\$ 27.24	\$ 56,880.45	6	*3		\$ 29.21	\$ 60,990.48	7.23%	\$ 4,110.03	*Over 7 Years - 2 Step adjustment		
Adult Librarian	5	3	\$ 24.73	\$ 51,632.17	6	1		\$ 27.83	\$ 58,109.04	12.54%	\$ 6,476.87	became benefit eligible 7-1-2023		
Library Assistant	3	2	\$ 19.23	\$ 19,072.31	2	1		\$ 20.44	\$ 20,272.39	6.29%	\$ 1,200.08			
Library Assistant	3	3	\$ 19.71	\$ 19,543.90	2	1		\$ 20.44	\$ 20,272.39	3.73%	\$ 728.49			
Library Assistant	3	3	\$ 19.71	\$ 19,543.90	2	1		\$ 20.44	\$ 20,272.39	3.73%	\$ 728.49			
Library Assistant	3	3	\$ 19.71	\$ 19,543.90	2	1		\$ 20.44	\$ 20,272.39	3.73%	\$ 728.49			
Children's Library Specialist	4	4	\$ 22.62	\$ 14,171.72	3	4		\$ 23.08	\$ 14,457.31	2.02%	\$ 285.59			
Graphic & Marketing Specialist	4	4	\$ 22.62	\$ 14,171.72	3	4		\$ 23.08	\$ 14,457.31	2.02%	\$ 285.59			
Communications Officer	4	4	\$ 23.74	\$ 1,239.23	5	1		\$ 26.50	\$ 1,383.30	11.63%	\$ 144.07			
Communications Officer	4	4	\$ 23.74	\$ 1,239.23	5	1		\$ 26.50	\$ 1,383.30	11.63%	\$ 144.07			
Communications Officer	4	4	\$ 23.74	\$ 1,239.23	5	1		\$ 26.50	\$ 1,383.30	11.63%	\$ 144.07			
Communications Officer	4	4	\$ 23.74	\$ 1,239.23	5	1		\$ 26.50	\$ 1,383.30	11.63%	\$ 144.07			
Communications Officer	4	4	\$ 23.74	\$ 1,239.23	5	1		\$ 26.50	\$ 1,383.30	11.63%	\$ 144.07			
Department Coordinator	5	11	\$ 30.01	\$ 62,667.78	4	9		\$ 30.63	\$ 63,955.44	2.05%	\$ 1,287.66			
Recreation Director	8	2		\$ 70,804.08	8	1	\$ 72,500.00		\$ 72,500.00	2.40%	\$ 1,695.92			
Town Clerk	8	6		\$ 77,986.80	9	1	\$ 83,375.00		\$ 83,375.00	6.91%	\$ 5,388.20			
Assistant Town Clerk	4	4	\$ 25.33	\$ 25,123.46	4	2		\$ 25.86	\$ 25,647.95	2.09%	\$ 524.49			
Veterans' Services Director	6	6	\$ 29.79	\$ 9,330.92	7	2		\$ 29.93	\$ 9,374.08	0.46%	\$ 43.16			

\$ 1,559,813.34	\$ 1,605,244.85	\$ 45,431.51 39 positions
2.91%	implementation cost July 1, 2024	

*The position has been compensated at less than the market rate for someone with similar tenure.

Service Adjustment
Redline positions - 1 Step
Over 3 and up to 7 Years - 1 Step
Over 7 Years - 2 Steps

Article 4



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., 9th FLOOR
BOSTON, MA 02114
Telephone: 617-626-7300

Maura T. Healey
Governor

Kimberley Driscoll
Lt. Governor

Rebecca L. Tepper
Secretary

Elizabeth Mahony
Commissioner

August 29, 2024

Joseph Laydon, Town Manager
Town of Upton
One Main Street
Upton, MA 01568

Dear Manager Laydon:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$126,402.00 for the following projects proposed in the Town of Upton's Green Communities Competitive Grant application.

List of projects funded:

- \$121,402, Town —LED streetlight conversion
- \$5,000, Town —Administrative assistance (CMRPC)

The Division reviewed Upton's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss the next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Upton on your grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-823-4029 or by email at Joanne.Bissetta@mass.gov with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta".

Joanne Bissetta, Director
Green Communities Division

Cc: Laura Hebb, Chair Board of Selectmen
Julia Moore, Associate Planner
Kelly Brown, Central Green Communities Regional Coordinator

Green Communities Grant Table - 2024

Applicant Information

Municipality Name:	Upton
Contact Name:	Julia Moore
Contact Title:	Associate Planner, CMRPC
Contact E-mail:	jmoore@cmrpc.org
Contact Phone:	9176207905
Date of Application :	5/10/24
Date of update (if an update to an existing application):	n/a

Energy Cost (\$ per Unit

(enter your community's energy costs, leave blank if the fuel is not part of the savings calculation)

Electricity (kWh)	0.23
Natural Gas (therms)	
Oil Savings (gallons)	
Gasoline (gallons)	
Diesel (gallons)	
Propane (gallons)	

Application Summary (cells will calculate based on data on next tab)

Green Communities Funding Requested	\$ 126,402.00
Projected Annual Cost Savings (\$)	\$ 16,210.17
Simple GC\$ Payback Period	7.8
MMBtu saved (annually)	240
GC\$/MMBtu, 3-year project average = 215	526
GHG metric tons saved (annually)	17
GC\$/GHG ton, 3-year project average = 3,078	7,309

Building Name and/or Location (as noted in MEI)	Traditional, Administrative, Prescriptive Project, OR Building Decarbonization (select from dropdown list)	Project Name (description for Projects) [1]	Estimated Projected Completion (month/year) [2]	Project Annual Energy Savings						Project Cost Information				Reference and Supporting Information				
				Electricity (kWh) ^[3]	Natural Gas (therms) ^[3]	Oil (gallons) ^[3]	Gasoline (gallons) ^[3]	Diesel (gallons) ^[3]	Propane (gallons) ^[3]	Total Project Cost (\$)	GC Grant Funding (\$) [4]	Utility Incentives (\$)	Other Grants (\$) (please list source in column N)	Community Contribution (\$)	Funding Source(s) for Other Grants (if applicable)	Audit or Study Reference	Audit or Study Page Reference(s) [5]	Other Supporting Document(s) and Page References [5]
Streetlights	F. Traditional: Streetlights	Streetlight LED Lighting CMRPC Admin Assistance	6/2025	70,479						\$172,168.03	\$121,402.00	\$46,970.00	\$3,796.03		Inovis Proposal	p. 2		No
Green Community: Upton				70,479	0	0	0	0	0	\$177,168.03	\$126,402.00	\$46,970.00	\$0.00	\$3,796.03	N/A	N/A	N/A	N/A

[1]Municipalities can submit any number of proposals, provided each meets all program requirements. Contact your regional coordinator if you need additional rows in the spreadsheet.

[2] Proposed projects should be completed within approximately one year from contract execution.

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DOER will only use the projected energy savings and energy savings rates to calculate the energy costs per unit table in the first worksheet. For fuels not listed in this table, please contact your regional coordinator. DOER will perform the calculations for MMBtu and GHGs.

[4] GC Grant funding (\$) = Total Project Cost (\$) less Utility Incentives, Other Grants, and Community Contribution

[5] Please provide a specific page number/range from the audit or study that provides funding request and project details.

Article 5

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
State 911 Department



State 911 Department

Regional Public Safety Answering Point and Regional Secondary Public Safety Answering
Point and Regional Emergency Communication Center
Development Grant Application

Fiscal Year 2025

All applications must be received by 5:00 P.M. on Thursday, March 7, 2024.

For the FY 2025 Development Grant cycle, applications will be accepted by mail, hand delivery at the address below, or COMMBUYS (www.Commbuys.com). All applications must be received by the deadline of 5:00 PM on Thursday, March 7, 2024. It is the responsibility of the applicant to ensure its application is received, regardless of the manner of delivery, by the application deadline.

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346
Attn: Regional PSAP and RECC Development Grant Program

FISCAL YEAR 2025 STATE 911 DEPARTMENT REGIONAL PSAP AND REGIONAL
SECONDARY PSAP AND RECC DEVELOPMENT GRANT

Applying to be: (please check one)



Regional Emergency Communication Center
Regional PSAP
Regional Secondary PSAP

1. Name of Entity	Town of Upton
Address	30 School Street
City/Town/Zip	Upton, MA 01568
Telephone Number	508 529 3200
Fax Number	508 529 1012
Website	www.uptonma.gov
2. Name/Title of Authorized Signatory	Michael J. Bradley, Jr. Police Chief/Director of Public Safety
Telephone Number	508 529 3200
Fax Number	508 529 1012
Email Address	mbradley@uptonma.gov
3. Name/Title of Program/Contract Manager	Michael J. Bradley, Jr. Police Chief/Director of Public Safety
Telephone Number	508 529 3200
Fax Number	508 529 1012
Email Address	mbradley@uptonma.gov
4. Total Grant Program funds requested.	\$ <u>554,047</u>

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 24 day of January, 20 24



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FISCAL YEAR 2025 STATE 911 DEPARTMENT REGIONAL PSAP AND REGIONAL
SECONDARY PSAP AND RECC DEVELOPMENT GRANT

BUDGET WORKSHEET

CATEGORY	TOTAL
A. PSAP 911 CPE for Regional Secondary PSAPs Current Regional Secondary PSAPs only and requires pre-approval.	\$
B. Professional Services	\$
C. Project Management Services	\$
D. Transition Expenses	\$
E. Architectural and Engineering Services	\$
F. Construction	\$
G. Equipment	\$ 554,047.00
H. Purchase of a Building	\$
TOTAL*	\$ 554,047.00

*Total amount must exactly match amount requested on application cover page

FISCAL YEAR 2025 STATE 911 DEPARTMENT REGIONAL PSAP AND REGIONAL SECONDARY
PSAP AND RECC DEVELOPMENT GRANT

INSTRUCTIONS FOR APPLICATION NARRATIVE

DO NOT COPY QUOTES AND PASTE INTO NARRATIVE

Application should include, at a minimum, the following sections:

- **Section 1: Project Overview**
 - Proposed Project
 - Project Timeline
 - Positive impact on regional/multi-community public safety
 - Wireless Direct Plan
 - Emergency Medical Dispatch
 - Status and Completion Date of Active Development Grant Awards
- **Section 2: Funding Request**
 - ❖ Provide detailed description and cost, including price per unit, quantity, brand, model, and any other pertinent and available information for each requested item by:
 - Category
 - Sub-Category
- **Section 3: Priority**
 - Category
 - Within Each Category
 - Prioritized List of Requested Items Form (REQUIRED)
- **Section 4: Supporting Documentation**
 - Quotes
 - Statement of Work
 - Contract(s)
 - Inter-municipal Agreement
 - Letter(s) of Attestation
- **Section 5: Forms**
 - Commonwealth Standard Contract Form
 - Contractor Authorized Signatory Listing Form
 - Proof of Authentication of Signature Forms (notary form) for each authorized signatory, including the individual who executed the Contractor Authorized Signatory Listing Form

INSTRUCTIONS FOR APPLICATION SUBMISSION

- ❖ Application submitted by 5:00 p.m. on Thursday, March 7, 2024
- ❖ (1) Original single-side application (unbound, unstapled or 3-hole punched, as it contains legal documents that must be scanned)

REMINDER: IF SUBMITTING YOUR GRANT APPLICATION VIA COMMBUYS, YOU MUST MAIL THESE ORIGINAL SIGNED AND NOTARIZED PAGES TO THE DEPARTMENT: APPLICATION COVER PAGE, STANDARD CONTRACT FORM, AUTHORIZED SIGNATORY AND NOTARY FORMS.

FISCAL YEAR 2025 STATE 911 DEPARTMENT REGIONAL PSAP AND REGIONAL
SECONDARY PSAP AND RECC DEVELOPMENT GRANT

PRIORITIZED LIST OF REQUESTED ITEMS
REQUIREMENT FOR EVERY APPLICANT

Section 3: Priorities – Every applicant must list each requested item by the applicant's priority, the funding category it falls under, include the vendor, vendor quote # and the amount.

As example, if your #1 priority is your RECC community annual assessments, you would list it on line #1, *D, Communities A. B. & C. @ \$500,000 each, = \$1,500,000.*

PRIORITY	FUNDING CATEGORY	ITEM, QUANTITY, VENDOR NAME & VENDOR QUOTE #	AMOUNT
# 1	G	Site #1 Warren Street Tower Upgrade, AllComm Quote # 1/22/24	64,772.31
# 2	G	Warren Street Tower Battery Backup System	6,685.26
# 3	G	Site #2 Pearl Street Water Tank Repeater System	120,510.25
# 4	G	Pearl Street Battery Backup System	6,685.20
# 5	G	Site #3 FDHQ/PDHQ RX & Zetron Wireline Intergration	92,920.10
# 6	G	Hopedale Tank (Hopedale PD/FD Transmit)	153,891.99
# 7	G	Hopedale Battery Backup System	6,685.26
# 8	G	Environmental Monitoring system 4 sites	11,036.60
# 9	G	Licensed Microwave Link 1 (Warren St. Tower to Pearl St.)	30,286.53
# 10	G	Licensed Microwave Link 2 (Warren Street Tower to FDHQ Tower)	30,286.53
# 11	G	Licensed Microwave Link 3 (Pearl Street to Hopedale Tank)	30,286.53
# 12			
# 13			
# 14			
# 15			
# 16			
# 17			
# 18			
# 19			
# 20			
# 21			
# 22			
# 23			
# 24			
# 25			
# 26			
# 27			
# 28			
# 29			
# 30			
# 31			
# 32			
# 33			
# 34			
# 35			
		TOTAL AMOUNT REQUESTED	\$ 554,047

Please use an additional form if needed.

FISCAL YEAR 2025 STATE 911 DEPARTMENT REGIONAL PSAP AND REGIONAL SECONDARY PSAP AND RECC
DEVELOPMENT GRANT NARRATIVE

Project Overview:

Upton/Hopedale Regional PSAP is proposing a replacement radio system project for Police/Fire departments of Upton & Hopedale MA. This proposal will include replacing the existing repeaters with a new simulcast system by TAIT Communications. This radio system upgrade would change Upton PD & FD from a conventional standalone system with 1 transmitter active at a time to a simulcast system with 2 transmitter/receivers and 1 receiver improving portable and mobile reception throughout the town. Hopedale's radio system would be upgraded with 1 transmitter/receiver & 1 receiver site. This system will be Analog and P25 ready. Radio sites will be connected via licensed microwave links creating a local area network for the radio system. Upton and Hopedale microwave networks would be joined into 1 system connecting Warren Street tower, Pearl St Tank, FDHQ tower, and Hopedale Water Tower.

Areas of concern for existing system:

- The radio equipment at the sites (MTR2000 & TKR-750 repeaters) is **no longer** supported by Motorola/Kenwood and cannot be repaired if a failure occurs.
- The dispatch console is not wireline controlled to the radio system. This means the console does not have priority on the system and has a single point of failure if the control station fails.
- Lighting protection practices at sites are not up to most common specs such as using PIM rated connectors, gas surge arrestors and proper gauge grounding wire. This helps against interference on site, static electricity, and protects the radio equipment in the event of a lightning strike or surge.
- The radio sites don't have any type of environmental monitoring such as temperature, humidity, water detection, or AC power failure.
- Site failures are not reported by any type of radio site monitoring device. If a site goes offline, the user will not know until a call is being placed.
- Battery backup – The radio sites do not have long term battery backup. Sites will go offline in the event of a power failure.
- Remote monitoring – Current radio system does not have the ability for remote monitoring, troubleshooting, and programming changes with a remote session with a technician.

New Radio system improvements:

- Switching to a simulcast system will greatly improve reception quality on portables and mobiles throughout the region. TAIT's voting protocol will improve noticeable audio clarity from dispatch and units calling in. Proper wireline connection with the Zetron MAX dispatch console will allow the dispatcher to have priority on the radio system. Currently dispatch is on a control station just like a cruiser radio.
- All site equipment will be protected from electrical surge, interference, and static electricity.
- Radio sites will have dedicated battery backup insuring runtime of at least 12 hours in the event of a major power failure.
- Environmental variables will always be monitored including temperature, humidity, power failure, water intrusion. Dispatch can be notified of any alarms along with an email to a supervisor for advanced notice of an issue.
- Status of radio equipment (repeaters/receivers) will be always monitored such as power loss, internal failure, antenna system issues, over heating issues, etc. Also, able to notify dispatch and send an email for advance notice.

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DEVELOPMENT GRANT NARRATIVE

- Remote access will be available for a technician to perform system changes such as officer ID changes, remote monitoring, troubleshooting and support.
- The simulcast “self-healing” system will be able to stay online, even in the event of a disaster that would take out site antenna systems, microwave network, or loss of power.
- The radio system is currently unbalanced. 1 site has an MTR2000 100W machine. Site 2 has a Kenwood 50W machine. New System will have two 100W Machines working together in a simulcast configuration.

Positive impact on regional/multi-community public safety

Overall, the current state of the system needs to be addressed. If 1 site were to go down, the antenna system becomes unusable, power goes out at the main site, or the repeater fails, 2-way communication will become difficult. Dispatch would not know of the issues until it is time to put out a call. Along with potential system failures the system coverage and signal strength needs to be improved to eliminate dead spots and poor coverage areas. The proposed upgrades will greatly improve radio transmissions within the regional dispatch coverage area and allow for future expansion. Coverage area and signal strength within the regional dispatch coverage area would be improved allowing first responders to effectively communicate with dispatch.

Project Timeline

If the project is successfully funded the vendor (AllComm) will begin the project and order materials to successfully complete the project within the grant guidelines.

Funding Request

The total funding request for this project is **\$554,047.00**. This request is broken down by repeater site, back up battery systems, monitoring and microwave links as described below:

Site #1 Warren Street Tower Upgrade, AllComm	\$ 64,772.31
Warren Street Tower Battery Backup System	\$ 6,685.26
Site #2 Pearl Street Water Tank Repeater System	\$120,510.25
Pearl Street Battery Backup System	\$ 6,685.20
Site #3 FDHQ/PDHQ RX & Zetron Wireline Integration	\$ 92,920.10
Hopedale Tank (Hopedale PD/FD Transmit)	\$ 153,891.99
Hopedale Battery Backup System	\$ 6,685.26
Environmental Monitoring system 4 sites	\$ 11,036.60
Licensed Microwave Link 1 (Warren St. Tower to Pearl St.)	\$ 30,286.53
Licensed Microwave Link 2 (Warren Street Tower to FDHQ Tower)	\$ 30,286.53
Licensed Microwave Link 3 (Pearl Street to Hopedale Tank)	\$ 30,286.53
Supporting Documentation	

Attachments:

ALLCOMM Quote dated 1/22/24

ALL COMM

Technologies Inc.

Upton PD and FD Tait ASIP Analog simulcast over IP
 With ADDING Hopedale PD/FD @ Hopedale Tank (TX/RX) & Pearl St Tank (RX)
 New Antenna System for Hopedale PD/FD at Pearl St and Hopedale Tank (Condition unknown)

BUDGETARY QUOTATION - DETAILED

1/22/2024

ATTENTION: Chief Bradley & Chief Marchand

Qty	Nomenclature	Description	Unit Price	Total Price
1	JL259A	HPE Aruba 2930F 24G 4SFP - JL259A switch - 24 ports	\$ 3,584.00	\$ 3,584.00
1	PR1500RT2UN	CyberPower Smart App Sinewave PR1500RT2UN 1.5KVA Tower/Rack UPS	\$ 1,579.91	\$ 1,579.91
1	2402-613	SecureSync 2400 Time & Frequency synchronization system	\$ 5,803.00	\$ 5,803.00
1	2400-HS-A1	Hot Swappable AC Power Supply 100-240 VAC 50/60 Hz	\$ 560.00	\$ 560.00
600	59520	TMS - 3/8" LMR400 Cable	\$ 1.25	\$ 750.00
1	586590	CHATSWORTH 2 Post Rack 45 RMU	\$ 250.00	\$ 250.00
3	MA-LBP-6A	Rack Horizontal Lacer Bar	\$ 130.00	\$ 390.00
4	338985	TMS - N Male Hex/Knurl Connect	\$ 13.57	\$ 54.28
1	310778	TMS - Ground Kit for LMR-400	\$ 27.52	\$ 27.52
1	329727	GPS Timing Antenna, 26dB Ampli	\$ 257.58	\$ 257.58
1	319538	GPS Lightning Arrestor	\$ 61.22	\$ 62.22
1	760-901-000	GPS ANTENNA MOUNT	\$ 32.48	\$ 32.48
1	516571	CommScope GPS Pipe/Wall Mount Kit (GPS-U)	\$ 262.50	\$ 262.50
4	85527	BNC/F T Adaptor	\$ 11.46	\$ 45.84
4	288028	dbSpectra, Inc. - 50 OHM Load	\$ 8.10	\$ 32.40
4	448902	3' RG142P Jumper BNCM - BNCM	\$ 71.52	\$ 286.08
5	*PARTS	Cat6 STP Patch Cord 5'	\$ 6.50	\$ 32.50
2	*PARTS	Duplexer Tx Rx Jumpers	\$ 150.00	\$ 300.00
2	*PARTS	MISC Ground Cable Connectors Hardware	\$ 250.00	\$ 500.00
2	TBA30A4-4100	TB9000 Power Management Unit ACDC48 aux12	\$ 3,036.00	\$ 6,072.00
2	T01-01103-DAAA	TB9400 Reciter 148-174MHz	\$ 3,161.00	\$ 6,322.00
2	T01-01121-BBBA	TB9400 Linear PA 136-174MHz	\$ 2,479.00	\$ 4,958.00
2	TB9435S-100T	Chassis, TB9400, 100W	\$ 1,566.00	\$ 3,132.00
2	TBAS062	SFE - Simulcast Enable	\$ 5,729.00	\$ 11,458.00
2	TBAS061	SFE - Central Voter	\$ 5,910.00	\$ 11,820.00
1	PROJECT LABOR	PROJECT LABOR	\$ 6,200.00	\$ 6,200.00

Sub-Total

\$ 64,772.31

Qty	Nomenclature	Description	Unit Price	Total Price
4	444349	12v, 100A, Battery	\$ 660.00	\$ 2,640.00
1	312424	NewMar Black 19" Battery Shelf. Rated for 400 lbs.	\$ 242.00	\$ 242.00
1	394746	NewMar 100Amp Dual Breaker Panel	\$ 310.00	\$ 310.00
1	554485	ICT 48 VDC 7.5A Power Supply with OLED Digital Meter	\$ 455.00	\$ 455.00
1	*PARTS	MISC DC Cable & Connectors	\$ 122.00	\$ 122.00
2	PDUMV15	Tripp Lite Metered PDU, 15A, 16 Outlets (5-15R), 120 V	\$ 218.13	\$ 436.26
1	PROJECT LABOR	PROJECT LABOR	\$ 2,480.00	\$ 2,480.00

Sub-Total

\$ 6,685.26

Qty	Nomenclature	Description	Unit Price	Total Price
1	JL259A	HPE Aruba 2930F 24G 4SFP - JL259A switch - 24 ports	\$ 3,584.00	\$ 3,584.00
1	PR1500RT2UN	CyberPower Smart App Sinewave PR1500RT2UN 1.5KVA Tower/Rack UPS	\$ 1,579.91	\$ 1,579.91
1	2402-613	SecureSync 2400 Time & Frequency synchronization system	\$ 5,803.00	\$ 5,803.00
1	2400-HS-A1	Hot Swappable AC Power Supply 100-240 VAC 50/60 Hz	\$ 560.00	\$ 560.00
600	59520	TMS - 3/8" LMR400 Cable	\$ 1.25	\$ 750.00
1	586590	CHATSWORTH 2 Post Rack 45 RMU	\$ 250.00	\$ 250.00
3	MA-LBP-6A	Rack Horizontal Lacer Bar	\$ 130.00	\$ 390.00
4	338985	TMS - N Male Hex/Knurl Connect	\$ 13.57	\$ 54.28
1	310778	TMS - Ground Kit for LMR-400	\$ 27.52	\$ 27.52
1	329727	GPS Timing Antenna, 26dB Ampli	\$ 257.58	\$ 257.58

1	319538	GPS Lightning Arrestor	\$ 61.22	\$ 62.22
1	760-901-000	GPS ANTENNA MOUNT	\$ 32.48	\$ 32.48
1	516571	CommScope GPS Pipe/Wall Mount Kit (GPS-U)	\$ 262.50	\$ 262.50
4	85527	BNC/F T Adaptor	\$ 11.46	\$ 45.84
4	288028	dbSpectra, Inc. - 50 OHM Load	\$ 8.10	\$ 32.40
4	448902	3' RG142P Jumper BNMC - BNMC	\$ 71.52	\$ 286.08
5	*PARTS	Cat6 STP Patch Cord 5'	\$ 6.50	\$ 32.50
2	*PARTS	Duplexer Tx Rx Jumpers	\$ 150.00	\$ 300.00
2	*PARTS	MISC Ground Cable Connectors Hardware	\$ 250.00	\$ 500.00
1	TBA30A4-4100	TB9000 Power Management Unit ACDC48 aux12	\$ 3,036.00	\$ 3,036.00
2	T01-01103-DAAA	TB9400 Reciter 148-174MHz	\$ 3,161.00	\$ 6,322.00
2	T01-01121-BABA	TB94 Linear PA 136-174M 50W	\$ 2,479.00	\$ 4,958.00
2	TB9435S-100T	Chassis, TB9400, 100W	\$ 1,566.00	\$ 3,132.00
2	TBAS062	SFE - Simulcast Enable	\$ 5,729.00	\$ 11,458.00
2	TBAS061	SFE - Central Voter	\$ 5,910.00	\$ 11,820.00
2	RX Filter	Receiver Filter VHF	\$ 3,300.00	\$ 6,600.00
1	TBA30A4-4100	TB9000 Power Management Unit ACDC48 aux12	\$ 3,036.00	\$ 3,036.00
1	T01-01103-DAAA*	TB9400 Reciter 148-174MHz	\$ 3,161.00	\$ 3,161.00
1	T01-01103-MAAA	TB9400 Reciter 470-520MHz	\$ 3,161.00	\$ 3,161.00
1	TB9435S-100T	Chassis, TB9400, 100W	\$ 1,566.00	\$ 1,566.00
2	TBAS062*	SFE - Simulcast Enable	\$ 5,729.00	\$ 11,458.00
2	TBAS061*	SFE - Central Voter	\$ 5,910.00	\$ 11,820.00
400	289580	7/8" RFS CELLFLEX Coaxial Cable	\$ 4.45	\$ 1,780.00
2	334384	SureGround Grounding Kit, (7/8")	\$ 22.63	\$ 45.26
1	487372	Harger 1/4" x 5/8" x 36" Vertical Mount Ground Bar	\$ 102.85	\$ 102.85
4	328730	7/8" Cable Connector - DIN Female	\$ 30.34	\$ 121.36
2	212452	CommScope 12' LDF4-50A N-Male to 7/16 DIN Male Jumper	\$ 69.40	\$ 138.80
2	281858	CommScope 12' LDF4-50A 4.3-10 Male to 7-16 DIN Male Jumper	\$ 65.04	\$ 130.08
2	376150	Polyphasor Bulkhead Lightning Arrestor DIN Male DIN Female	\$ 118.09	\$ 236.18
2	256359*	Port Entry Feed-thru (4"), 1 hole	\$ 44.92	\$ 89.84
2	256784*	4 in Boot Assembly, (4) 7/8 in	\$ 27.85	\$ 55.70
2	COL53-160-P	OMNI, MEANDER COLLINEAR, 4DBD, 150-160MHZ, PIM RATED, 4.3 CONN	\$ 2,289.22	\$ 4,578.44
1	54590*	Stand-Off Bracket 4 Foot	\$ 460.10	\$ 460.10
1	COLBRACE-65*	65mm STABILIZER ARM FOR COL4X SERIES, EXPOSED DIPOLE ARRAYS	\$ 633.33	\$ 633.33
2	*PARTS	TOWER HARDWARE	\$ 2,000.00	\$ 4,000.00
1	Tower Crew Labr	Tower Crew Labor for Antenna install/RF cable run into shelter	\$ 2,500.00	\$ 2,500.00
1	PROJECT LABOR	PROJECT LABOR	\$ 9,300.00	\$ 9,300.00

Sub-Total

\$ 120,510.25

Qty	Nomenclature	Description	Unit Price	Total Price
4	444349	12v, 100A, Battery	\$ 660.00	\$ 2,640.00
1	312424	NewMar Black 19" Battery Shelf. Rated for 400 lbs.	\$ 242.00	\$ 242.00
1	394746	NewMar 100Amp Dual Breaker Panel	\$ 310.00	\$ 310.00
1	554485	ICT 48 VDC 7.5A Power Supply with OLED Digital Meter	\$ 455.00	\$ 455.00
1	*PARTS	MISC DC Cable & Connectors	\$ 122.00	\$ 122.00
2	PDUMV15	Tripp Lite Metered PDU, 15A, 16 Outlets (5-15R), 120 V	\$ 218.13	\$ 436.26
1	PROJECT LABOR	PROJECT LABOR	\$ 2,480.00	\$ 2,480.00

Sub-Total

\$ 6,685.26

Qty	Nomenclature	Description	Unit Price	Total Price
1	JL259A	HPE Aruba 2930F 24G 4SFP - JL259A switch - 24 ports	\$ 3,584.00	\$ 3,584.00
1	PR1500RT2UN	CyberPower Smart App Sinewave PR1500RT2UN 1.5KVA Tower/Rack UPS	\$ 1,579.91	\$ 1,579.91
1	2402-613	SecureSync 2400 Time & Frequency synchronization system	\$ 5,803.00	\$ 5,803.00
1	2400-HS-A1	Hot Swappable AC Power Supply 100-240 VAC 50/60 Hz	\$ 560.00	\$ 560.00
600	59520	TMS - 3/8" LMR400 Cable	\$ 1.25	\$ 750.00
1	586590	CHATSWORTH 2 Post Rack 45 RMU	\$ 250.00	\$ 250.00
3	MA-LBP-6A	Rack Horizontal Lacer Bar	\$ 130.00	\$ 390.00
4	338985	TMS - N Male Hex/Knuri Connect	\$ 13.57	\$ 54.28
1	310778	TMS - Ground Kit for LMR-400	\$ 27.52	\$ 27.52
1	329727	GPS Timing Antenna, 26dB Ampli	\$ 257.58	\$ 257.58
1	319538	GPS Lightning Arrestor	\$ 61.22	\$ 62.22
1	760-901-000	GPS ANTENNA MOUNT	\$ 32.48	\$ 32.48
1	516571	CommScope GPS Pipe/Wall Mount Kit (GPS-U)	\$ 262.50	\$ 262.50
4	85527	BNC/F T Adaptor	\$ 11.46	\$ 45.84
4	288028	dbSpectra, Inc. - 50 OHM Load	\$ 8.10	\$ 32.40
4	448902	3' RG142P Jumper BNMC - BNMC	\$ 71.52	\$ 286.08
5	*PARTS	Cat6 STP Patch Cord 5'	\$ 6.50	\$ 32.50

2	*PARTS	Duplexer Tx Rx Jumpers	\$ 150.00	\$ 300.00
5	*PARTS	MISC Ground Cable Connectors Hardware	\$ 250.00	\$ 1,250.00
1	RX Filter	Receiver Filter VHF	\$ 3,300.00	\$ 3,300.00
200	289580	7/8" RFS CELLFLEX Coaxial Cable	\$ 4.45	\$ 890.00
1	334384	SureGround Grounding Kit, (7/8')	\$ 22.63	\$ 22.63
1	487372	Harger 1/4" x 5/8" x 36" Vertical Mount Ground Bar	\$ 102.85	\$ 102.85
2	328730	7/8" Cable Connector - DIN Female	\$ 30.34	\$ 60.68
1	212452	CommScope 12' LDF4-50A N-Male to 7/16 DIN Male Jumper	\$ 69.40	\$ 69.40
1	281858	CommScope 12' LDF4-50A 4.3-10 Male to 7-16 DIN Male Jumper	\$ 65.04	\$ 65.04
1	376150	Polyphaser Bulkhead Lightning Arrestor DIN Male DIN Female	\$ 118.09	\$ 118.09
1	256359	Port Entry Feed-thru (4"), 1 hole	\$ 44.92	\$ 44.92
1	256784	4 in Boot Assembly, (4) 7/8 in	\$ 27.85	\$ 27.85
1	COL53-160-P	OMNI, MEANDER COLLINEAR, 4DBD, 150-160MHZ, PIM RATED, 4.3 CONN	\$ 2,289.22	\$ 2,289.22
1	54590	Stand-Off Bracket 4 Foot	\$ 460.10	\$ 460.10
1	Tower Crew Labr	Tower Crew Labor for Antenna install/RF cable run into shelter	\$ 2,500.00	\$ 2,500.00
1	PDUMV15	Tripp Lite Metered PDU, 15A, 16 Outlets (5-15R), 120 V	\$ 218.13	\$ 218.13
2	TN9271-0010-A400-1	Analog Console Gateway	\$ 5,940.00	\$ 11,880.00
1	TBA30A4-4100	TB9000 Power Management Unit ACDC48 aux12	\$ 3,036.00	\$ 3,036.00
2	T01-01103-DAAA*	TB9400 Reciter 148-174MHz	\$ 3,161.00	\$ 6,322.00
1	TB9435S-100T	Chassis, TB9400, 100W	\$ 1,566.00	\$ 1,566.00
2	TBAS062*	SFE - Simulcast Enable	\$ 5,729.00	\$ 11,458.00
2	TBAS061*	SFE - Central Voter	\$ 5,910.00	\$ 11,820.00
1	02-SSC-6447	SonicWall TZ270 High Availability 02-SSC-6447	\$ 439.98	\$ 439.98
1	Dell Optiplex 3080	Dell Optiplex 3080 MGMT PC	\$ 1,250.00	\$ 1,250.00
1	419182	19in Flush Mount Shelf Black	\$ 68.90	\$ 68.90
1	901-9725	MAX Digital Radio Gateway	\$ 4,050.00	\$ 4,050.00
1	PSP	Zetron PSP 1 year	\$ 3,800.00	\$ 3,800.00
1	PSP Fee	Zetron PSP Fee Reinstatement	\$ 2,200.00	\$ 2,200.00
1	PROJECT LABOR	PROJECT LABOR	\$ 9,300.00	\$ 9,300.00

Sub-Total

\$ 92,920.10

Qty	Nomenclature	Description	Unit Price	Total Price
1	JL259A	HPE Aruba 2930F 24G 4SFP - JL259A switch - 24 ports	\$ 3,584.00	\$ 3,584.00
1	PR1500RT2UN	CyberPower Smart App Sinewave PR1500RT2UN 1.5KVA Tower/Rack UPS	\$ 1,579.91	\$ 1,579.91
1	2402-613	SecureSync 2400 Time & Frequency synchronization system	\$ 5,803.00	\$ 5,803.00
1	2400-HS-A1	Hot Swappable AC Power Supply 100-240 VAC 50/60 Hz	\$ 560.00	\$ 560.00
600	59520	TMS - 3/8" LMR400 Cable	\$ 1.25	\$ 750.00
1	586590	CHATSWORTH 2 Post Rack 45 RMU	\$ 250.00	\$ 250.00
3	MA-LBP-6A	Rack Horizontal Lacer Bar	\$ 130.00	\$ 390.00
4	338985	TMS - N Male Hex/Knurl Connect	\$ 13.57	\$ 54.28
1	310778	TMS - Ground Kit for LMR-400	\$ 27.52	\$ 27.52
1	329727	GPS Timing Antenna, 26dB Ampli	\$ 257.58	\$ 257.58
1	319538	GPS Lightning Arrestor	\$ 61.22	\$ 62.22
1	760-901-000	GPS ANTENNA MOUNT	\$ 32.48	\$ 32.48
1	516571	CommScope GPS Pipe/Wall Mount Kit (GPS-U)	\$ 262.50	\$ 262.50
4	85527	BNC/F T Adaptor	\$ 11.46	\$ 45.84
4	288028	dbSpectra, Inc. - 50 OHM Load	\$ 8.10	\$ 32.40
4	448902	3' RG142P Jumper BNCM - BNCM	\$ 71.52	\$ 286.08
10	*PARTS	Cat6 STP Patch Cord 5'	\$ 6.50	\$ 65.00
4	*PARTS	Duplexer Tx Rx Jumpers	\$ 150.00	\$ 300.00
2	TBA30A4-4100	TB9000 Power Management Unit ACDC48 aux12	\$ 3,036.00	\$ 6,072.00
1	T01-01103-DAAA	TB9400 Reciter 148-174MHz	\$ 3,161.00	\$ 3,161.00
1	T01-01103-MAAA	TB9400 Reciter 470-520MHz	\$ 3,161.00	\$ 3,161.00
1	T01-01121-BABA	TB94 Linear PA 136-174M 50W	\$ 2,479.00	\$ 2,479.00
1	T01-01121-MBAA	TB9400 Linear PA 470-520MHz	\$ 2,497.00	\$ 2,497.00
2	TB9435S-100T	Chassis, TB9400, 100W	\$ 1,566.00	\$ 3,132.00
2	TBAS062	SFE - Simulcast Enable	\$ 5,729.00	\$ 11,458.00
2	TBAS061	SFE - Central Voter	\$ 5,910.00	\$ 11,820.00
5	*PARTS	MISC Ground Cable Connectors Hardware	\$ 250.00	\$ 1,250.00
1	11461	Sinclair Technologies 138-174 MHz Pass Reject Duplexer	\$ 3,350.00	\$ 3,350.00
1	76282	Sinclair Technologies 406-512 MHz Pass Reject Duplexer	\$ 1,485.00	\$ 1,485.00
1000	289580	7/8" RFS CELLFLEX Coaxial Cable	\$ 4.45	\$ 4,450.00
4	334384	SureGround Grounding Kit, (7/8')	\$ 22.63	\$ 90.52
2	487372	Harger 1/4" x 5/8" x 36" Vertical Mount Ground Bar	\$ 102.85	\$ 205.70
8	328730	7/8" Cable Connector - DIN Female	\$ 30.34	\$ 242.72
4	212452	CommScope 12' LDF4-50A N-Male to 7/16 DIN Male Jumper	\$ 69.40	\$ 277.60
4	281858	CommScope 12' LDF4-50A 4.3-10 Male to 7-16 DIN Male Jumper	\$ 65.04	\$ 260.16
4	376150	Polyphaser Bulkhead Lightning Arrestor DIN Male DIN Female	\$ 118.09	\$ 472.36
4	256359*	Port Entry Feed-thru (4"), 1 hole	\$ 44.92	\$ 179.68

4	256784*	4 in Boot Assembly, (4) 7/8 in	\$ 27.85	\$ 111.40
2	COL53-160-P	OMNI, MEANDER COLLINEAR, 4DBD, 150-160MHZ, PIM RATED, 4.3 CONN	\$ 2,289.22	\$ 4,578.44
2	BA80-67-P	OMNI, EXPOSED DIPOLE ARRAY, 6DBD, 400-520MHZ, PIM RATED, 4.3 CONN	\$ 2,819.94	\$ 5,639.88
4	54590*	Stand-Off Bracket 4 Foot	\$ 460.10	\$ 1,840.40
4	COLBRACE-65*	65mm STABILIZER ARM FOR COL4X SERIES, EXPOSED DIPOLE ARRAYS	\$ 633.33	\$ 2,533.32
1	*PARTS	TOWER HARDWARE 4 Antenna Runs	\$ 3,500.00	\$ 3,500.00
1	Tower Crew Labr	Tower Crew Labor for Antenna install/RF cable run into shelter	\$ 5,500.00	\$ 5,500.00
4	RX Filter	Receiver Filter VHF	\$ 3,300.00	\$ 13,200.00
1	TBA30A4-4100	TB9000 Power Management Unit ACDC48 aux12	\$ 3,036.00	\$ 3,036.00
2	T01-01103-DAAA*	TB9400 Reciter 148-174MHz	\$ 3,161.00	\$ 6,322.00
1	TB9435S-100T	Chassis, TB9400, 100W	\$ 1,566.00	\$ 1,566.00
2	TBAS062*	SFE - Simulcast Enable	\$ 5,729.00	\$ 11,458.00
2	TBAS061*	SFE - Central Voter	\$ 5,910.00	\$ 11,820.00
1	PROJECT LABOR	PROJECT LABOR	\$ 12,400.00	\$ 12,400.00

Sub-Total

\$ 153,891.99

Qty	Nomenclature	Description	Unit Price	Total Price
4	444349	12V, 100A, Battery	\$ 660.00	\$ 2,640.00
1	312424	NewMar Black 19" Battery Shelf. Rated for 400 lbs.	\$ 242.00	\$ 242.00
1	394746	NewMar 100Amp Dual Breaker Panel	\$ 310.00	\$ 310.00
1	554485	ICT 48 VDC 7.5A Power Supply with OLED Digital Meter	\$ 455.00	\$ 455.00
1	*PARTS	MISC DC Cable & Connectors	\$ 122.00	\$ 122.00
2	PDUMV15	Tripp Lite Metered PDU, 15A, 16 Outlets (5-15R), 120 V	\$ 218.13	\$ 436.26
1	PROJECT LABOR	PROJECT LABOR	\$ 2,480.00	\$ 2,480.00

Sub-Total

\$ 6,685.26

Qty	Nomenclature	Description	Unit Price	Total Price
4	ENVIROMUX-2DB	Enviromux ENVIRONMENTAL MONITORING SYS	\$ 866.66	\$ 3,466.64
4	ENVIROMUX-STHS	TEMPERATURE/HUMIDITY SENSOR	\$ 166.67	\$ 666.68
4	ENVIROMUX-ACV	AC VOLTAGE DETECTOR 5-15PLUG	\$ 116.66	\$ 466.64
4	ENVIROMUX-RK1	ENVIROMUX-RK1-2D	\$ 23.33	\$ 93.32
4	PWR-SPLY-9V3A	Power Supply for E-2D	\$ 58.33	\$ 233.32
4	ESA-SMK	Surface Mount panel	\$ 93.75	\$ 375.00
1	PROJECT LABOR	PROJECT LABOR	\$ 5,735.00	\$ 5,735.00

Sub-Total

\$ 11,036.60

Qty	Nomenclature	Description	Unit Price	Total Price
1	AP1-18L-LNK-B4	SIAE ALFOplus1 18GHz,FD Link	\$ 8,855.00	\$ 8,855.00
2	UPG-AP1-ACM	Adaptive Code Modulation	\$ 225.00	\$ 450.00
2	ANT-18GHZ-36	SIAE 18GHz 3' Antenna, SP, Direct Mnt	\$ 1,500.00	\$ 3,000.00
2	S03690	Power Over Ethernet Injector	\$ 495.00	\$ 990.00
2	ICD00140	SIAE Power Cord for PoE Injector, US plug	\$ 9.00	\$ 18.00
2	SIAE-U900041A	SIAE AntSwayBarConn,1.2&1.8m CommSC VHL3P	\$ 370.40	\$ 740.80
2	1101-959	Transtector Systems, Inc. - Power over Ethernet Surge Protector	\$ 295.00	\$ 590.00
4	493736	Ground Kit for Corrugated Cat5e	\$ 23.80	\$ 95.20
2	342691	Superior Essex OSP Copper Clad Cat5E	\$ 301.00	\$ 602.00
1	FREQCORD	Frequency Coordination Support	\$ 817.53	\$ 817.53
1	FCC	FCC Application Support	\$ 223.00	\$ 223.00
1	PCN	Schedule K Form 601 Construction Notification	\$ 185.00	\$ 185.00
1	TOWERLBR	Tower Work	\$ 4,760.00	\$ 4,760.00
4	HDWR	Tower Hardware	\$ 1,000.00	\$ 4,000.00
1	Project Labor	SETUP & INSTALL LABOR	\$ 4,960.00	\$ 4,960.00

Sub-Total

\$ 30,286.53

Qty	Nomenclature	Description	Unit Price	Total Price
1	AP1-18L-LNK-B4	SIAE ALFOplus1 18GHz,FD Link	\$ 8,855.00	\$ 8,855.00
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Sub-Total	\$ 30,286.53
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2	S03690	Power Over Ethernet Injector	\$ 495.00	\$ 990.00
2	ICD00140	SIAE Power Cord for PoE Injector, US plug	\$ 9.00	\$ 18.00
2	SIAE-U900041A	SIAE AntSwayBarConn,1.2&1.8m CommSC VHL3	\$ 370.40	\$ 740.80
2	1101-959	Transtector Systems, Inc. - Power over Ethernet Surge Protector	\$ 295.00	\$ 590.00
4	493736	Ground Kit for Corrugated Cat5e	\$ 23.80	\$ 95.20
2	342691	Superior Essex OSP Copper Clad Cat5E	\$ 301.00	\$ 602.00
1	FREQCORD	Frequency Coordination Support	\$ 817.53	\$ 817.53
1	FCC	FCC Application Support	\$ 223.00	\$ 223.00
1	PCN	Schedule K Form 601 Construction Notification	\$ 185.00	\$ 185.00
1	TOWERLBR	Tower Work	\$ 4,760.00	\$ 4,760.00
4	HDWR	Tower Hardware	\$ 1,000.00	\$ 4,000.00
1	Project Labor	SETUP & INSTALL LABOR	\$ 4,960.00	\$ 4,960.00

Sub-Total	\$ 30,286.53
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TOTAL SYSTEM INVESTMENT

Assumptions :

Purchase Order Made out to:
 ALL-COMM Technologies Inc.
 5 Whitmore Road
 Revere, MA 02151

Email or Fax PO to ALL-COMM Technologies for Processing
 Fax# 781-289-7300
Nbordonaro@allcomm1.com

Article 6

Withdrawn

Article 7



Cloud City Drones
200 Lavan Street, Suite 1
Warwick RI 02888

DJI Authorized Enterprise Dealer

Upton Police Department , Corey Eugster
1 Main St
Upton 01568

Quotation # S00125

Quotation Date: 09/05/2024 **Expiration:** 10/05/2024 **Salesperson:** Chris Williams

Description	Quantity	Unit Price	Taxes	Amount
[M30T-SP] DJI Matrice 30T (M30T) (Basic)	1.00	9,637.00		\$ 9,637.00
TB30 Flight Batteries (2)		Units		
DJI RC Plus Remote Controller				
BS30 Battery Station				
Pairs of 1671 Propellers (3) (Two installed on aircraft, one spare pair)				
USB-C Cable				
USB-C to USB-C Cable				
Carrying Case				
Screws and Tools				
Flight Hub 2 (3 Month)				
Matrice 30 Series - TB30 Intelligent Flight Battery	4.00	329.00		\$ 1,316.00
Note - The Matrice uses batteries in pairs		Units		
Services				
Cloud City - Phone Support	1.00	0.00		\$ 0.00
Free! Cloud City Drones priority white-glove phone support. (3 Month)		Units		
Cloud City - Advanced Loaner Program	1.00	0.00		\$ 0.00
Exclusive! Cloud City Drones introduces our advanced loaner program designed to ensure you remain operational even when your aircraft requires service. This initiative allows you to continue your work uninterrupted, as we provide a temporary replacement while your original unit is under maintenance, whether it's with Cloud City or directly with the Manufacturer.		Units		
				Subtotal \$ 0.00
				Total \$ 10,953.00

"flying with your feet on the ground"



Cloud City Drones
200 Lavan Street, Suite 1
Warwick RI 02888

DJI Authorized Enterprise Dealer

Options

Description	Unit Price
Matrice 30 Series - TB30 Intelligent Flight Battery Note - The Matrice uses batteries in pairs	\$ 329.00
DJI WB37 Battery Extend the life of your Remote	\$ 59.00
CZI GL60 Mini Gimbal Searchlight for M30	\$ 1,999.00
FT30-P Payload Drop System for Matrice 30	\$ 649.00
Cloud City - Enterprise Setup Service Free! Preflight setup of airframe and gimbals includes account setup, all software and firmware updates to the latest version and warranty activation if needed. All batteries will be tested and charged prior to shipping.	\$ 0.00
[CP.EN.00000379.01] Matrice 30 Series 1671 Propeller (Pair) CW Propeller CCW Propeller Screw (6)	\$ 49.00

✓ Cloud City Exclusive - Accidents happen and we know how important it is to be back in the air. Cloud City's loaner program gets you back in the Air while your aircraft is being serviced.

- DJI products that are registered and/or activated cannot be returned.
- Special Order Items may be subject to a 3% order transaction fee for all processed refunds / canceled orders (except in the case of a DOA product) *
- Standard Ground Shipping in the continental US is free on orders over \$30.00

Purchase Orders

Cloud City Drones gladly accepts purchase orders from government agencies, educational institutions such as colleges, universities and private and public schools, utility companies and large businesses on an approval basis.

New Returns

Cloud City Drones will take back any new item up to 14 days after purchase. Items must be unused and in the original sealed packaging. New items returned 14 days after the date of purchase can be returned for a refund minus 20% restocking fee. No returns are allowed after 30 days. Return shipping costs are to be paid by the purchaser. Any products that are returned damaged and/or defective (except in the case of a DOA return) will be returned to the sender without a refund.

Open Box Returns

Cloud City Drones will take back any new and working item with all the original packaging. There will be a 20% restocking fee. No returns

"flying with your feet on the ground"



Cloud City Drones
200 Lavan Street, Suite 1
Warwick RI 02888

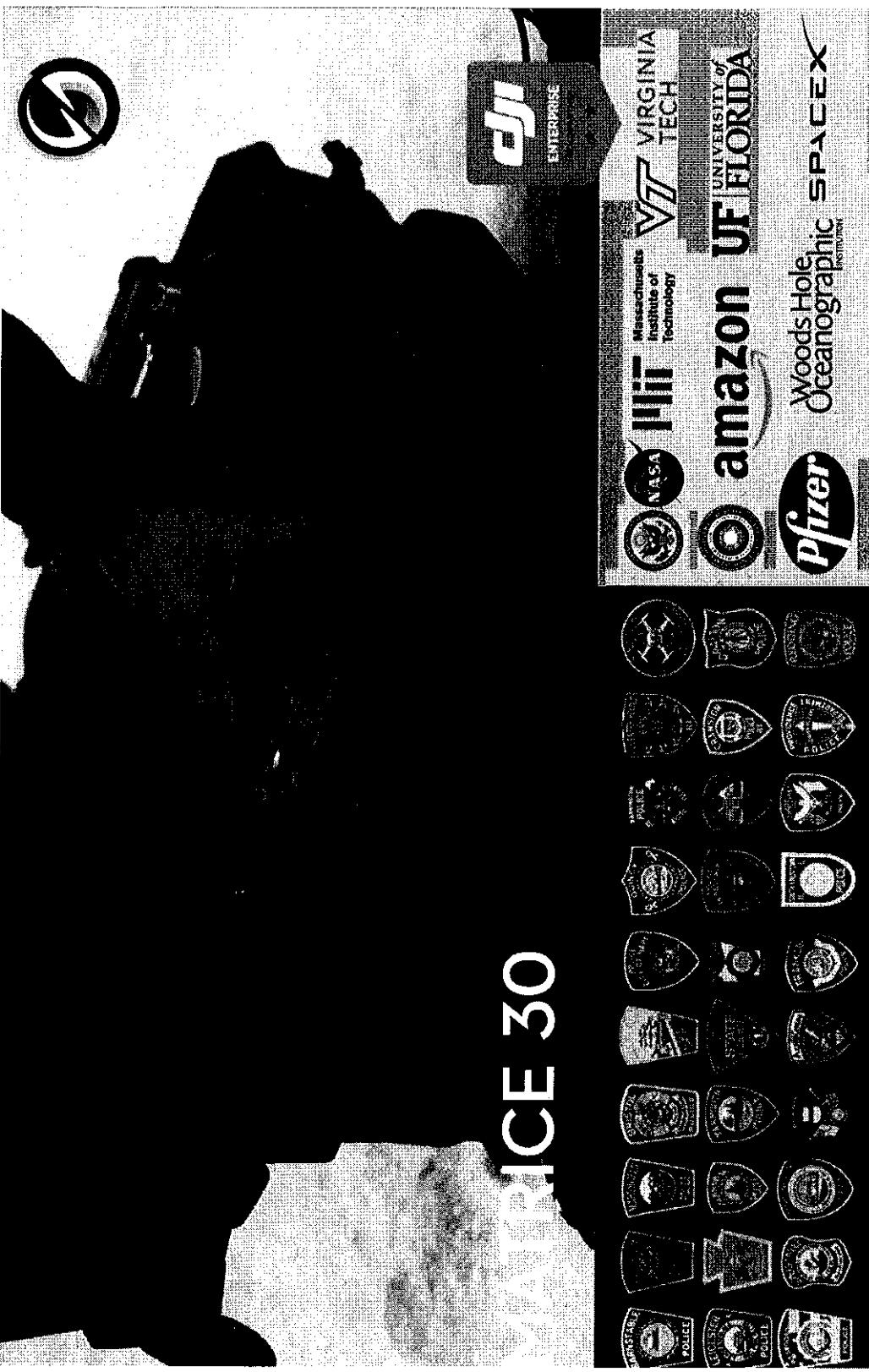
DJI Authorized Enterprise Dealer

are allowed after 30 days. Return shipping costs are to be paid by the purchaser. Any products that are returned damaged and/or defective (except in the case of a DOA return) will be returned to the sender without a refund.



Payment terms: 15 Days

"flying with your feet on the ground"



Article 8

Excerpt from November 13, 2018 Special Town Meeting Proceedings

Funding for Fire Station Roof Repair

ARTICLE 7: Upon motion of Steve Matellian, it was moved the Town vote to raise and appropriate the sum of one hundred thousand dollars (\$100,000.00) for the design, project oversight and repair of the Upton Fire Station roof, including all expenses incidental and related.

Favorable recommendation from Finance Committee and Capital Budget Committee

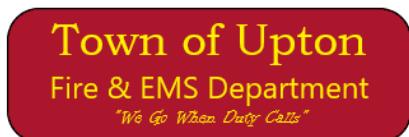
Moderator declared the motion passed by majority

Remaining Balance as of June 30, 2024 = \$45,221.76

Subject: Articles requests explanations
Date: Thursday, September 12, 2024 at 1:27:08 PM Eastern Daylight Time
From: Michael Marchand
To: Michael Bradley, Joseph Laydon
CC: Barbara Harris
Attachments: image001.png

Good afternoon Engine 3 our 1996 international 4x4 brush structural pumper that is a front-line apparatus first due to all brush fires with an added roll as our primary pumper for rural water supply. 2 out 5 control valves are out of service. The valve electric modules are no longer available new and there getting harder to find on eBay. The cost of repairs being a larger amount if taken out of our Vehicle maintenance budget would restrict us with repairs and annual maintenance on our ageing fleet. The article to transfer from left over moneys in a roof repair article takes care of 2 building repairs that are needed at the fire station . The station built in 2004 has had an ongoing problem with 1 UV damage from sunlight around the main lobby and rear stair well to floors and historical artifact's example is our prized pumper Niagra from the 1860 era. The window treatment will reduce UV damage, and we hope to help reduce energy cost.2 The 1 st floor main lobby hallways and day room floors are needed to be replaced from UV damage and higher traffic use. Both requests with this article need to be addressed together. We plan to install a heavy-duty commercial flooring that is expected to last longer than the original flooring . The 2nd floor flooring has already been addressed. If you have any questions or would like to view the issues, please contact me. Thankyou

Chief Michael J. Marchand



20 Church Street, Upton, Ma 01568
Business Phone (508) 529-3421
Fax Number (508) 529-1015





Bulldog Fire Apparatus
17 Winter Street
Woodville, Ma. 01784
508-435-4200

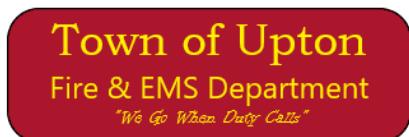
Customer Address City, Zip Contact Phone / Fax			Upton Fire Department 20 Church St Upton, MA 01568 Chief Marchand 774-570-1881; MMarchand@uptonma.gov	Estimate Number Date 9/4/24				
Year	Color	VIN		Make / Model / Body				
###	RED	1HTSEAR5TH324583		International 4800DT466				
Start Date		Description			Prepared By	Authorized		
		Replace Valves						
Line	Repair	Replace	Description		Paint Labor	Labor Hrs.	Material	Quote
1		X	Remove old 3in Electric Valve Body and Controller and Relpace With New 3in Electric Valve Body and Controller			5	\$4,354.00	
2		X	Remove old 1.5in Electric Valve Body and Controller and Replace With New 1.5in Electric Valve Body and Controller			4	\$3,939.00	
3		X	Remove (2) old 2in Electric Valve Bodies and Controllers and Replace With (2) New 2in Electric Valve Bodies and Controllers			8	\$7,878.00	
4		X	Replace Crosslay 1 and Crosslay 2 Discharge Gauges on Pump Panel			1.5	\$245.00	
5		X	Replace Engine Temp Gauge and Oil Pressure Guage on Pump Panel			1.5	\$35.00	
<p><i>This is an estimate only. Additional repairs may incur added costs.</i></p>								
Totals \$150.00 Per Hour				0.0	20.0	\$16,451.00	\$0.00	
<i>N.E.T. 10</i> <i>Auth</i> _____				Labor		\$3,000.00		
				Material		\$16,451.00		
				Sublet		\$0.00		
				TOTAL		\$19,451.00		

Article 9

Subject: Articles requests explanations
Date: Thursday, September 12, 2024 at 1:27:08 PM Eastern Daylight Time
From: Michael Marchand
To: Michael Bradley, Joseph Laydon
CC: Barbara Harris
Attachments: image001.png

Good afternoon Engine 3 our 1996 international 4x4 brush structural pumper that is a front-line apparatus first due to all brush fires with an added roll as our primary pumper for rural water supply. 2 out 5 control valves are out of service. The valve electric modules are no longer available new and there getting harder to find on eBay. The cost of repairs being a larger amount if taken out of our Vehicle maintenance budget would restrict us with repairs and annual maintenance on our ageing fleet. The article to transfer from left over moneys in a roof repair article takes care of 2 building repairs that are needed at the fire station . The station built in 2004 has had an ongoing problem with 1 UV damage from sunlight around the main lobby and rear stair well to floors and historical artifact's example is our prized pumper Niagra from the 1860 era. The window treatment will reduce UV damage, and we hope to help reduce energy cost.2 The 1 st floor main lobby hallways and day room floors are needed to be replaced from UV damage and higher traffic use. Both requests with this article need to be addressed together. We plan to install a heavy-duty commercial flooring that is expected to last longer than the original flooring . The 2nd floor flooring has already been addressed. If you have any questions or would like to view the issues, please contact me. Thankyou

Chief Michael J. Marchand



20 Church Street, Upton, Ma 01568
Business Phone (508) 529-3421
Fax Number (508) 529-1015



American Window Film

A SOLAR | ART COMPANY

PROPOSAL #1049468

Date Aug 7, 2024
 Rep James Maloof
 Install Date
 Installer(s)
 Project Name Upton Fire-EMS Department-Upton

JOB LOCATION

Chief Michael Marchand (Upton Fire-EMS Department)
 20 Church Street, Upton, MA 01568
 Mobile: (774) 570-1818
 mmarchand@uptonma.gov

BILLING TO

Chief Michael Marchand (Upton Fire-EMS Department)
 20 Church Street, Upton, MA 01568
 Mobile: (774) 570-1818
 mmarchand@uptonma.gov

TERMS

In CT/VT/RI appropriate sales taxes will be added to the invoice.

Minimum job size per trip is \$400 (\$500 Security).

A \$200 trip charge will be applied for any jobs with less than a 24 hour notice of cancellation or that can't be completed when scheduled.

No removal of old film included unless specifically mentioned.

We require 3 feet in front of the glass for access.

OPTION 1

lobby	QTY	Removal	PRICE
3M - Prestige 40	6		\$1,460.00
3M - Prestige 40	6		\$598.00
3M - Prestige 40	6		\$368.00
3M - Prestige 40	3		\$759.00
3M - Prestige 40	3		\$253.00
3M - Prestige 40	3		\$207.00
3M - Prestige 40	2		\$276.00
3M - Prestige 40	2		\$115.00
3M - Prestige 40	2		\$46.00
3M - Prestige 40	2		\$529.00
3M - Prestige 40	1		\$322.00
3M - Prestige 40	1		\$184.00
<i>lobby Sub-Total: 37</i>			<i>\$5,117.00</i>

Back Hall Staircase	QTY	Removal	PRICE
Solar Gard - Slate 20	3		\$368.00
Solar Gard - Slate 20	3		\$391.00
Solar Gard - Slate 20	1		\$161.00
Solar Gard - Slate 20	1		\$276.00
Solar Gard - Slate 20	2		\$161.00
Solar Gard - Slate 20	2		\$414.00
<i>Back Hall Staircase Sub-Total: 12</i>			<i>\$1,771.00</i>

**PROPOSAL #1049468**

Date Aug 7, 2024
Rep James Maloof
Install Date
Installer(s)
Project Name Upton Fire-EMS Department-Upton

JOB LOCATION

Chief Michael Marchand (Upton Fire-EMS Department)
20 Church Street, Upton, MA 01568
Mobile: (774) 570-1818
mmarchand@uptonma.gov

BILLING TO

Chief Michael Marchand (Upton Fire-EMS Department)
20 Church Street, Upton, MA 01568
Mobile: (774) 570-1818
mmarchand@uptonma.gov

EOC Office	QTY	Removal	PRICE
3M - Prestige 40	4		\$782.00
3M - Prestige 40	4		\$253.00
<i>EOC Office Sub-Total:</i> 8			\$1,035.00
Chief's Office	QTY	Removal	PRICE
3M - Prestige 40	3		\$805.00
3M - Prestige 40	3		\$207.00
<i>Chief's Office Sub-Total:</i> 6			\$1,012.00
GRAND TOTAL	63		\$8,935.00



PROPOSAL #1049468

Date Aug 7, 2024
Rep James Maloof
Install Date
Installer(s)
Project Name Upton Fire-EMS Department-Upton

GENERAL PROJECT DETAILS

- Work to be performed during regular business hours (M-F 8am to 5pm) unless specified otherwise.
- No additional insurance or bonds, lifts and/or scaffolding unless specified.
- Estimate is based on Prevailing Wage.
- Solar Art cannot be held responsible for materials that are supplied by customer.
- Solar Art is non-union.

INSTALLATION & IWFA VISUAL INSPECTION STANDARDS

- All work will be completed by trained technicians per the manufacturer's install instructions.
- Install will be performed per the Visual Inspection Standards for Window Film by the International Window Film Association (IWFA).
- Borders will be uniform and at a distance of 1/16" to 1/32" from the window seal. Light gaps with extremely dark films may be visible. Contamination will be kept to a minimum and per IWFA standards. For complete description visit <https://iwfa.com/resources/>
- Security and Graffiti film may have a wider gap.

PAYMENT TERMS

- Payment due on NET 30 terms.
- Warranty will be released once final payment is received.
- A 3% fee will be added to any credit card payments exceeding \$15,000.

CONTRACTS & INSURANCE

- For all Vendor Setup, Contract, PO, Tax-Exemption, and Insurance inquiries please email contracts@solarart.com
- For contractor's licenses, COI's and W-9's please visit: <https://www.solarart.com/licenses-insurance>

THE SITE

- Please prepare for your installation by removing any items away from the glass.
- Interior installations require an environment free of dust and dust-creating trades.

FILM CURING

- Upon completion the film may have a dimpled appearance from residual moisture. The film shall dry flat with no moisture bubbles within a period of 30-60 days.
- Please do not clean your windows during the period.

Boston Office: 508.549.0300 | Corporate: 949.825.7940

Mailing Address: 23042 Mill Creek Drive | Laguna Hills, CA 92663 | info@solarart.com | www.solarart.com

Business
FLOORS
incor porated

Carpet, Tile & Vinyl

Attn: Chief Marchand
Upton Fire Headquarters
20 Church Street
Upton, MA 01568

9/3/24

Remove and dispose of existing VCT in Main Lobby
Supply and install Vinyl Planks TBD
Supply and install Vinyl Cove base
Supply and install Entry mat at vestibule
Floor prep and Priming of VCT outside the lobby for new flooring to be installed over existing epoxy.

Bid includes floor prep as a skimcoat up to 1/8" if necessary. Significant concrete repair would be billed in addition to the pricing below.

Inclusions / Exclusions:

1. Floor protection is assumed by others.
2. Bid assumes daytime / weekday labor. Off hours labor may include a labor premium.
3. Bid does not include significant self levelling.
4. Bid assumes project is tax exempt.
5. Bid assumes furniture is moved by others prior to our commencing work.

Total: \$ 17,440.00

Payment Terms: 50% Deposit to order materials, balance payable Net 45 Days from completion.

Accepted by:

Chief Michael Marchand

Date

Article 10

HARSHAW

PAVING & RECLAMATION

1.800.ASPHALT

▪ ROADWAYS ▪ DRIVEWAYS ▪ PARKING LOTS

Date: 10/10/2024

Customer: Dennis Westgate Jr
Company: Town Of Upton
Mailing Address: 100 Pleasant Street
Upton, MA 01568
774-529-3067

Project: Warren Street Pocket Park
Upton, MA

<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
<u>UNCLASSIFIED EXCAVATION PARKING LOT:</u>	230 CY	\$58.00	\$13,340.00
<u>GRAVEL BORROW:</u>	36 CY	\$20.00	\$720.00
<u>FINE GRADE PARKING LOT:</u>	910 SY	\$1.00	\$910.00
<u>SUPERPAVE 12.5 INTERMEDIATE:</u>	135 TON	\$88.00	\$11,880.00
<u>SUPERPAVE 9.5 SURFACE:</u>	85 TON	\$90.00	\$7,650.00
<u>SPEEDBUMPS:</u>	2 EACH	\$3,500.00	\$7,000.00
<u>GRANITE CURB:</u>	345 LF	\$70.00	\$24,150.00
<u>ADJUSTMENT OF STRUCTURES:</u>	5 EACH	\$750.00	\$3,750.00
<u>90' CONCRETE BLOCK WALL 4' HEIGHT:</u>	90 LF	\$340.00	\$30,600.00

Job Total	\$100,000.00
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HARSHAW

PAVING & RECLAMATION

1.800.ASPHALT

▪ ROADWAYS ▪ DRIVEWAYS ▪ PARKING LOTS

Date: 10/10/2024

Customer: Dennis Westgate Jr
Company: Town Of Upton
Mailing Address: 100 Pleasant Street
Upton, MA 01568
774-529-3067

Project: Warren Street Pocket Park
Upton, MA

<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
--------------------	-----------------	--------------	---------------

NOTES:

- Price Based On Quantities Listed Above.
- Access Water Source Must Be Provided By Others
- A Minimum Of 1% Pitch Is Required To Guarantee Proper Water Flow. Harshaw Paving & Reclamation Will Not Accept Any Responsibility For Improper Engineering Or Areas Where Pitch Is Less Than 1%.
- Customer Responsible for any police details needed.

TERMS: Net Cash 30 Days Upon Date of Invoice, No Retainage To Be Held.

MOBILIZATION: Price Is Based On 1 Mobilizations. Any Additional Mobilizations Needed, Will Be At An Additional Cost.

ESCALATION CLAUSE: Prices Quoted Are Based On the Current FOB Refinery Prices On Liquid Asphalt. Quoted Prices Are Not Guaranteed By The Major Oil Companies And Are Subject To Sudden Adjustment During The Term Of This Agreement. The Base Price For Liquid Asphalt For This Quote Is \$575.00 Per Liquid Ton. Any Change In the Cost Of Liquid Asphalt Will Require An Extra Cost Of \$.056 Per Ton For Every \$1.00 Per Ton Increase In The Price Of Liquid.

HARSHAW PAVING APPROVAL: Signature: _____ Date: _____

Justin Harshaw / President / CEO

Cell: 508-922-2889

Email: justin@harshawpaving.com

BUYER ACCEPTANCE: Quantities, Specifications, Prices And Conditions Listed Above Are Satisfactory.

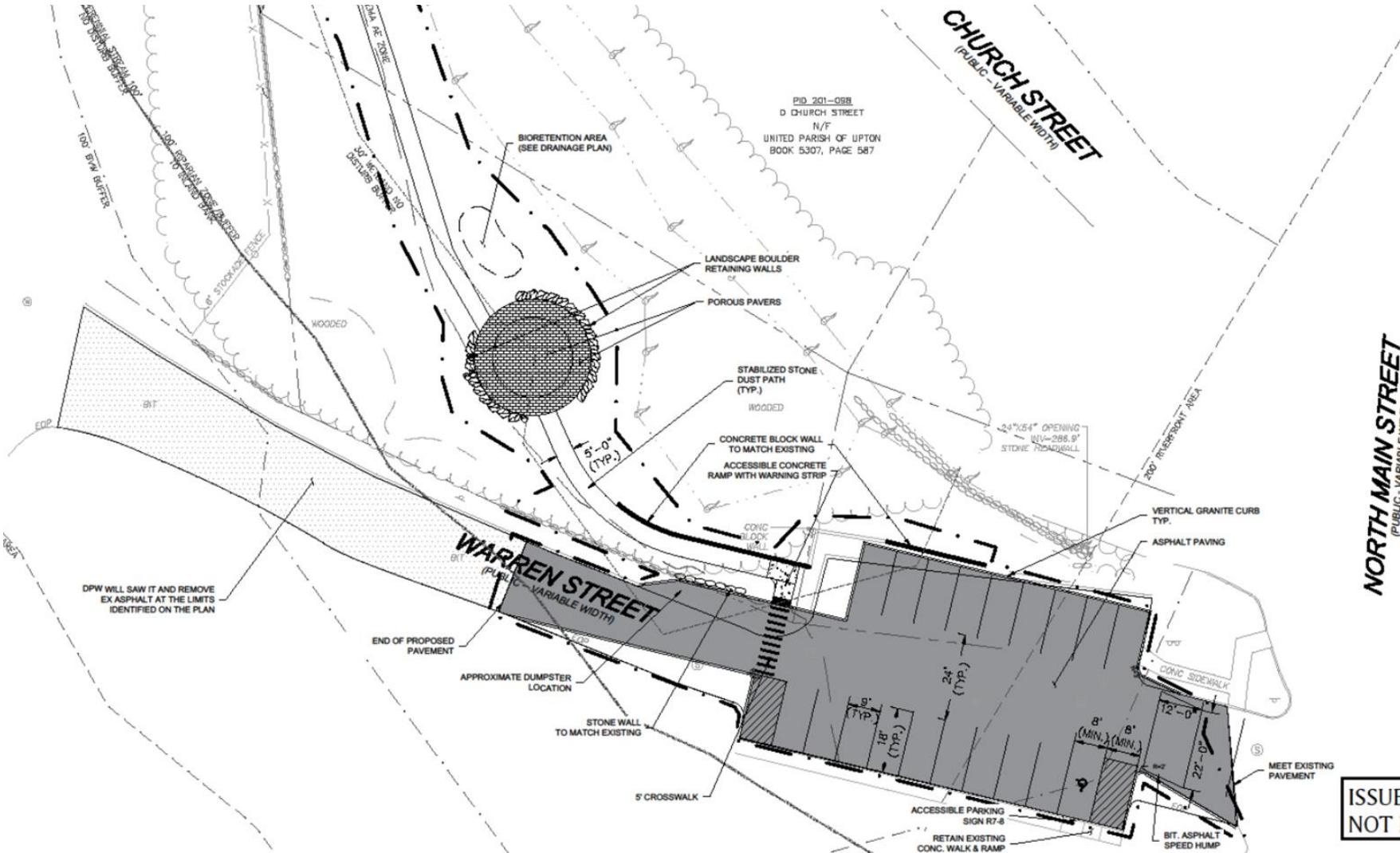
Buyer: _____

Signature: _____

Date Of Acceptance: _____

Job Total	\$100,000.00
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PARKING LOT



PROJECT HIGHLIGHTS

Final Design Elements

Site Demo

Article 11

Sunshine Sign Company, Inc.
 121 Westboro Rd
 North Grafton, MA, 01536- USA
 Phone: (508)-839-5588 Fax: (508)-839-9929
www.sunshinesign.com



ESTIMATE Submitted To:

TOWNOFU001
 TOWN OF UPTON
 Attn: JOSEPH LAYDON
 99 99 STREET
 UPTON, MA 01568- USA

Job Name: Town of Upton EMC
 Phone: (508) 529-6901
 Fax:
[Email](#)

Job Name and Location
 TOWN OF UPTON
 99 99 STREET
 UPTON, MA 01568- USA

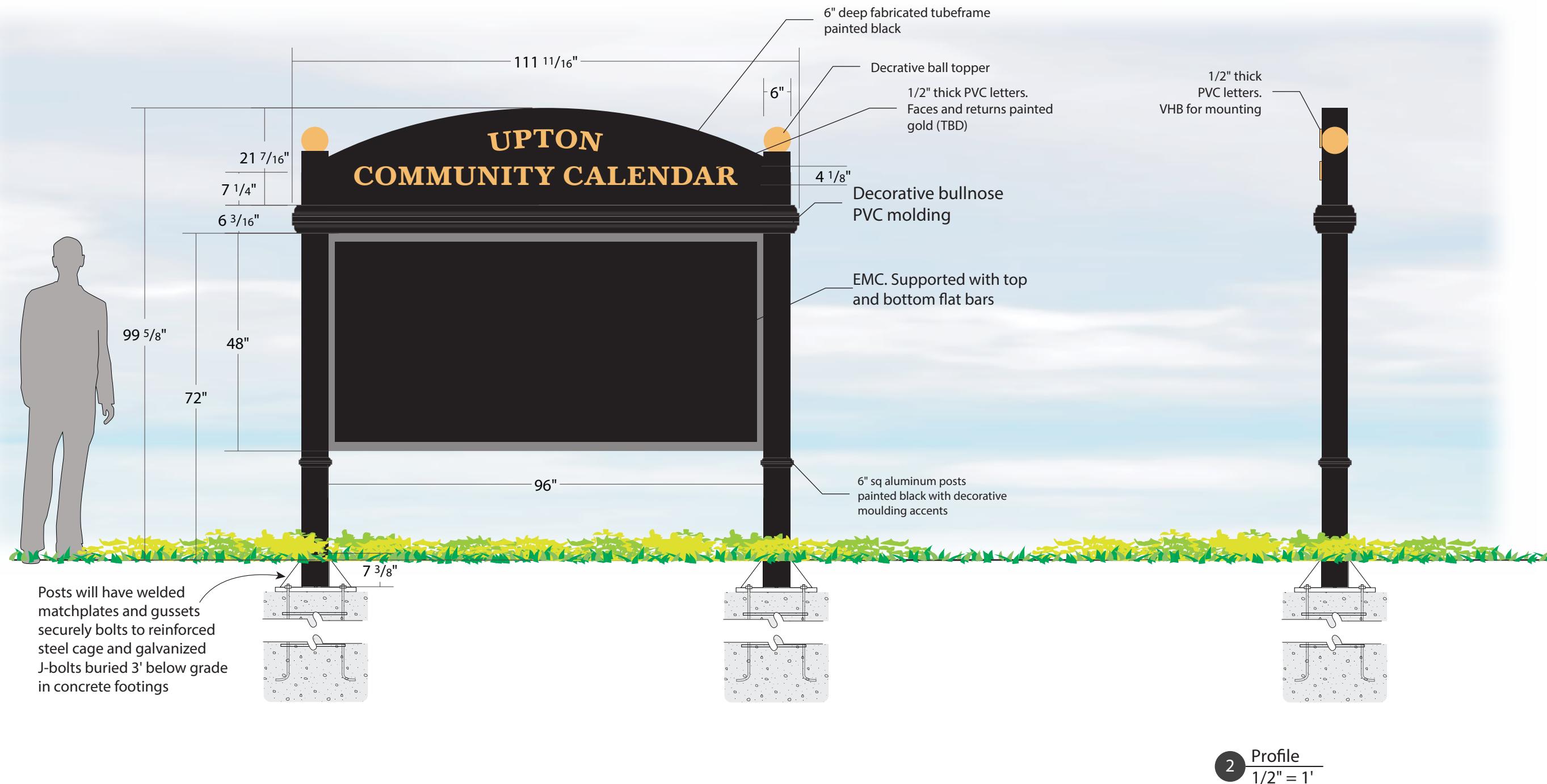
Estimate No	Estimate Date	Payment Terms	Contact	Page
025363	8/28/2024	DUE ON RECEIPT	BrianaR	Page 1 of 1
Quantity	Description		Unit Price	Extended Price
1	Furnish custom, single-faced 8mm multi-colored board.		\$26,919.12	\$26,919.12
1	Furnish new foundation and new support structure for EMC. 6 x 6 uprights to support EMC, header cabinet with dimensional letters to read TOWN OF UPTON. Decorative capital in keeping with building architecture. BUDGETARY pricing pending final design approval from client.		\$15,214.94	\$15,214.94
1	Refurb existing sign structure. Hand prep and paint existing structure and header element. Paint color and sheen TBD by client. Existing sign will be "tightened up" to the extent possible. If new elements need to be fabricated, SSC will discuss scope and cost with client prior to any work being done.		\$1,414.00	\$1,414.00
1	Installation of new board onto existing poles to include EMC, travel to and from install location, and technicians.		\$908.51	\$908.51

Terms of Agreement Unless otherwise noted, the above pricing DOES NOT INCLUDE sign permit or acquisition fees, municipal fees, police details, or other local requirements. Permit acquisition fees are billed at a rate of \$95.00 per hour for standard business hours; Variance or other off hours Zoning meetings are billed at \$125.00 per hour. For electrical signage, primary and secondary electrical connection is the responsibility of the Property Owner and is not included in the estimated cost. We can arrange to have a licensed Electrician make the final connection at a T&M rate. All manufacturing meets or exceeds U.L. requirements. All electrical signage is labeled and meets #2161 of the National Electric Code Ground Fault Protection. Installation prices are based on normal ground conditions and are subject to change if unforeseen problems such as (not limited to) ledge, high water table, frost, or private unknown utilities are encountered. Any manufacturing change after a project has been started would incur an additional fee (Change Order). Ownership of signage stays with Sunshine Sign Company, Inc. until final payment has been made. Warranty period begins upon delivery or installation and is for (1) year unless otherwise stated. Price quoted F.O.B. North Grafton, MA. Per your instructions, we will arrange shipping or installation to meet your needs. Payment terms are 50% deposit with the balance COD, unless prior credit approval has been established. Sunshine Sign Company Inc., offers numerous financing options; inquire with your Sales Representative. No work will commence prior to receipt of deposit and / or signed work requisition or Purchase Order. All quoted installation charges include site cleanup, unless otherwise noted. Quoted Price is valid for 15 days.

ACCEPTED BY: _____ DATE: _____ Complete terms and conditions follow. Please return via fax to (508)-839-9929 or you may scan and return to your Sales Representative by email. We appreciate your business.

Taxable:	\$0.00
NonTaxable:	\$44,456.57
SalesTax:	\$0.00
Freight:	\$0.00
Misc.	\$0.00
Total:	\$44,456.57

Thank You



1 Front
1/2" = 1'

SIGN
TYPE A

S/F Town of Upton EMC Sign

Quantity (1)

EMC sign

PALETTE



PAINT: Black



PAINT: Gold (TBD)

CLIENT: TOWN OF UPTON

SUNSHINE
sign

121 Westboro Road
North Grafton, MA 01536
P 508.839.5588
F 508.839.9929
www.sunshinesign.com

PROJECT / SIGN TYPE: EMC SIGN

This drawing is given in confidence and may not be used or disseminated in any way without prior written consent from Sunshine Sign Company, Inc. All common law and copyright laws are hereby specifically reserved.

DRAWN BY: CRC

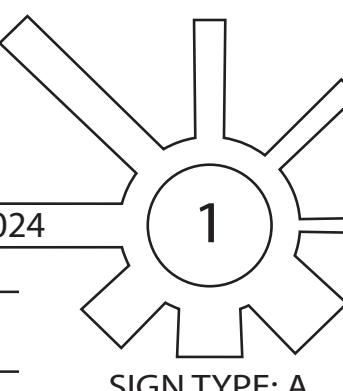
JOB #: 23435-00000

DATE: FEB. 27, 2024

Approved for Fabrication Revise and Resubmit
 Approved as Noted Rejected

Name _____

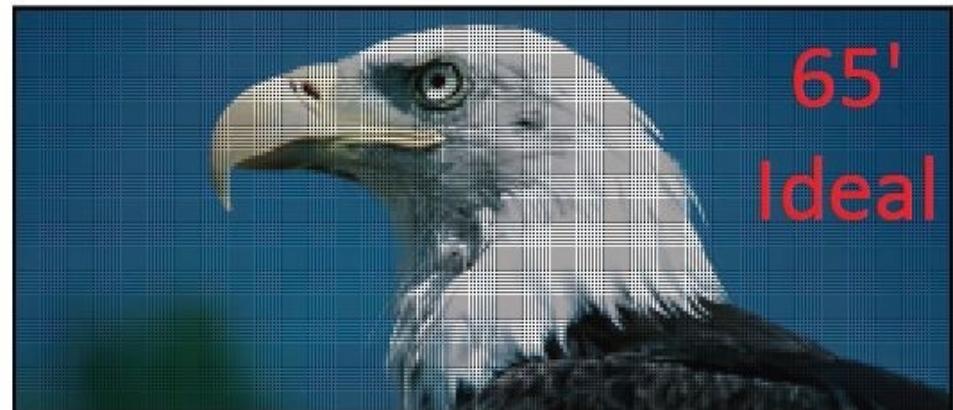
Signature _____



Viewing Distance = Image Clarity



6mm – 14 Ft. Minimum



8mm – 19 Ft. Minimum



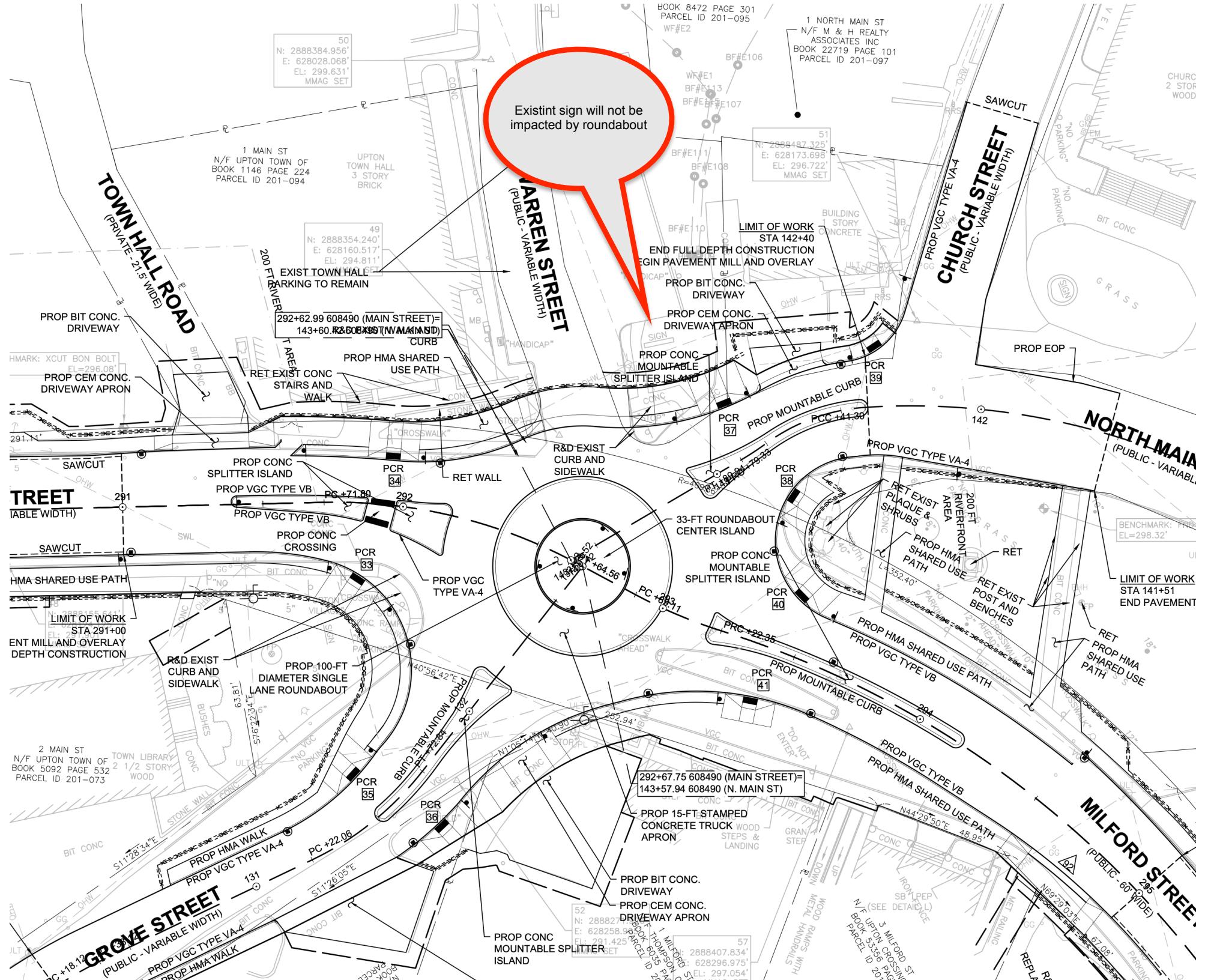
10mm – 23 Ft. Minimum



16mm – 38 Ft. Minimum

Viewing Distance

watchfire 



Article 12



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Maura T. Healey
Governor

Rebecca L. Tepper
Secretary

Kimberley Driscoll
Lieutenant Governor

Bonnie Heiple
Commissioner

July 23, 2024

Matt Kerr, Chief Operator
Upton Water/Wastewater Division
1 Main Street, Box 13
Upton, MA 01568

By e-mail: Mkerr@uptonma.gov

RE: **Upton - WWM**
Upton WWTP
Compliance Evaluation Inspection
Non-Sampling FY 2023
Recon Inspection 2024
Permit #MAG580034

Dear Mr. Kerr:

On August 24, 2023, representatives from the Massachusetts Department of Environmental Protection (MassDEP or “Department”) conducted a Compliance Evaluation Inspection (CEI) of the Town of Upton’s wastewater treatment plant (“WWTP”). A follow up reconnaissance (Recon) inspection was completed on July 16, 2024. Ed Dela Motte, the Water/Wastewater Superintendent for the Town of Upton was present during the 2023 inspection, whereas Matt Kerr was the lead on the follow up recon inspection. Enclosed please find the Report on Operations and Maintenance and the Compliance Inspection Report completed in conjunction with both inspections.

The effluent characteristics were compiled from the permittee's self-monitoring reports submitted to both USEPA and MassDEP (NetDMR) from January 2021 until February 2024.

The following table summarizes permit excursions observed from 2021 to 2024:

TABLE 1: UPTON WWTP PERMIT EXCURSIONS

CONTAMINANT	DATE	RESULT	PERMIT LIMIT
TOTAL ALUMINUM UG/L (MONTHLY AVERAGE)	JULY 2021	112.5	88.7
E. COLI CFU/100 ML (DAILY MAXIMUM)	JUNE 2021	920.8	409

CONTAMINANT	DATE	RESULT	PERMIT LIMIT
E. COLI CFU/100 ML (DAILY MAXIMUM)	JUNE 2022	488.3	409
E. COLI CFU/100 ML (DAILY MAXIMUM)	OCTOBER 2022	613.1	409
E. COLI CFU/100 ML (DAILY MAXIMUM)	APRIL 2023	2,400	409
E. COLI CFU/100 ML (DAILY MAXIMUM)	MAY 2023	2,419.6	409
E. COLI CFU/100 ML (DAILY MAXIMUM)	JUNE 2023	460	409
E. COLI CFU/100 ML (DAILY MAXIMUM)	AUGUST 2023	1,700	409
E. COLI CFU/100 ML (DAILY MAXIMUM)	SEPTEMBER 2023	1,400	409
E. COLI CFU/100 ML (MO. GEOMETRIC MEAN)	APRIL 2023	206.7	126
E. COLI CFU/100 ML (MO. GEOMETRIC MEAN)	MAY 2023	340	126
AMMONIA MG/L (MONTHLY AVERAGE)	FEBRUARY 2022	9.68	6.3
TOTAL PHOSPHORUS MG/L (MONTHLY AVERAGE)	SEPTEMBER 2021	0.99	0.2
TOTAL PHOSPHORUS MG/L (MONTHLY AVERAGE)	OCTOBER 2021	0.48	0.2
TOTAL PHOSPHORUS LB/D (MONTHLY AVERAGE)	SEPTEMBER 2021	0.81	0.67
TOTAL SUSPENDED SOLIDS LB/D (WEEKLY AVERAGE)	MAY 2023	86.82	63
TOTAL SUSPENDED SOLIDS LB/D (WEEKLY AVERAGE)	JUNE 2023	72.6	63
TOTAL SUSPENDED SOLIDS LB/D (WEEKLY AVERAGE)	APRIL 2024	115.4	113
TOTAL SUSPENDED SOLIDS LB/D (WEEKLY AVERAGE)	MAY 2024	104.9	63
BOD MG/L (MONTHLY AVERAGE)	FEBRUARY 2024	23.3	22
BOD MG/L (WEEKLY AVERAGE)	FEBRUARY 2024	63	34
BOD LB/D (WEEKLY AVERAGE)	FEBRUARY 2024	164	113

The following was noted during both the initial and recon inspections:

1. Upton recently received its authorization to discharge under USEPA's Small WWTP MAG Permit. Upton previously retained an individual NPDES Permit (MA0100196), issued in 2013, until the effective date of the Small WWTP MAG Permit (MAG580034) on

September 1, 2023. The transition from an individual NPDES to the Small MAG impacts wastewater treatment plants statewide all with flow ratings up to 1.0 Million Gallons Per Day (MGD). The Small wastewater MAG also carries more rigorous requirements for sampling, administrative, and overall responsibility for treatment works operators. The new permit also includes a more substantial requirement for monitoring and limits including nutrients, PFAS, capacity, management, operations, and maintenance (CMOM), and Infiltration and Inflow (I/I). MassDEP directs Upton's attention to the dates for specific deliverables in the new MAG permit to both MassDEP and USEPA.

As outlined in Part I.C of the 2013 Permit, Upton was required to submit a sewer system map and a "collection (sewer) system operation and maintenance manual (O&M) within 30 months of the effective date of the permit (i.e., no later than October 26, 2016). The Small WWTP MAG mandates that Upton "update the manual" and make them available for review.

MassDEP is requesting a copy of the revised Sewer System O&M Manual. It is requested that the revised document be submitted to this office electronically by no later than December 31, 2024. MassDEP also directs Upton's attention to the dates for specific deliverables in the new MAG permit to both MassDEP and USEPA. In order to assist in CMOM efforts, MassDEP has enclosed its CMOM Checklist for Upton's use. It is recommended that Upton review the material in the Checklist and Act on any noted deficiencies.

2. Staffing at the WWTF remains a concern to this office. At the time of the inspection, the facility was operating with four (4) operators. During the recon inspection there were only three (3) active operators with a fourth returning in the not too distant future. As outlined in previous inspection reports as well as MassDEP's June 2, 2022 Sanitary Survey for the Drinking Water (PWS) system, these personnel operate and maintain the WWTF, the sewer collection system, and the four satellite pump stations in addition to the operation and maintenance of the PWS treatment and distribution system. Moreover, these individuals may also be tasked with other DPW duties during emergencies such as snow and ice or other storm events.

Based on the most recent staffing analysis performed in 2018 for the WWTF, MassDEP mandated a total of 7 employees dedicated to the WWTF and collection systems operation. This includes not less than 5 certified operators with at least two (Chief Operator and Assistant Chief Operator) possessing a Grade 5C wastewater license. The remaining operators may have less than a Grade 5C so long as they perform duties not to exceed point values outlined at 257 CMR 2.00. The two non-operator staff are required for collection system, CMOM and other maintenance and laborer operations. Job descriptions for current water and wastewater staff also appear to be outdated and not include critical duties to assure protection of public health, safety and the environment.

As Upton is likely aware minimum staffing levels are required by MassDEP regulations in both 314 CMR 3.00 and 314 CMR 12.00. With this Report, MassDEP requires that Upton

provide this office with a plan to assure proper staffing of its treatment works by no later than August 15, 2024.

3. During the 2018, 2023 and 2024 inspections, MassDEP noted the overall condition of the WWTF is degrading and some units are beyond the industry standard life expectancy. Construction of the original WWTF was in 1971 with some updates completed in 1999. No significant upgrades to the WWTF have been completed since 1999. Permit violations observed during this compliance period also resulted in Notices of Non-Compliance issued in 2018 and again in 2022. The town of Upton has started upgrades in accordance with its capital improvement plan (CIP) which is expected to continue for the next 15 years by addressing items in order of severity. Many of the items noted from the 2018 inspection have not been addressed but are included in the capital improvement plan. Some items noted during the 2023 inspection include:
 - a. The influent raw lift pumps need to be rebuilt (included in CIP).
 - b. The concrete around the aeration tanks is deteriorating and needs repair work (included in CIP).
 - c. The sand media within the sand filter unit is original to the 1971 construction. Accordingly its coefficient (roughness) and ability to strain materials is likely past its efficiency requiring replacement (included in CIP. On agenda for FY 2024).
 - d. There is corrosion on the internal components of the final clarifiers one of which recently failed in July 2024 (included in CIP).
 - e. There is little screening provided within the treatment plant which can cause problem to downstream components. It is highly recommended that the town investigate a formal screening removal system (included in CIP).
 - f. MassDEP strongly recommends the town expedite the purchase of a new sulfite analyzer to avoid any bacteria violations.
 - g. The metal walkway between the filter units is bent. Although there is a railing in place, the structural integrity of the walkway should be evaluated for operator safety.

During the 2024 recon inspection, inspectors discussed an energy audit for the upgrade of new more efficient motors for pumps along the development of an Integrated Water Resources Management Plan (IWRMP) for Clean Water Act infrastructure (Storm Water and NPDES WWTF Discharge) and PWS assets. An IWRMP would assure that all water related infrastructure would be assessed for serviceability, prioritized for upgrade and assure that these assets are replaced and or repaired in a timely manner. The development of these critical planning documents also assure that funding through MassDEP's SRF program and/or USDA remain an option for the Town moving forward. Upton recently received an MS4 Order from USEPA which may make its eligibility for funding these plans more viable. It is recommended that Upton explore the development of critical planning documents for its water related assets.

4. As it relates to the WWTP laboratory and sampling; MassDEP notes that current sampling and analysis procedures require updating to comply with both federal and state regulations.

As an example, Upton currently performs pH, TSS and chlorine residual in house with the remainder of the permit required analysis sent to Pace or Rhode Island Analytical Laboratories. MassDEP observed that the bench sheets need to be examined to ensure that Standard Methods documentation is being performed. Inspectors also observed that both the influent and effluent samplers are set to obtain samples based on time every 15 minutes (i.e. time based rather than flow based).

As outlined in Upton's permit, A “composite” sample is a composite of at least twenty-four (24) grab samples taken during one consecutive 24-hour period, either collected at equal intervals and combined proportional to flow or continuously collected proportional to flow” This requires that either the composite samplers (influent and effluent) must be interconnected with the flow meters or the Sample and Analysis Plan (SAP) contains a written Standard Operating Procedure (SOP) on how to combine the time based aliquots proportional to flow.

Inspectors also observed that composite sampler temperatures are in excess of those specified at 40 CFR 136 and 314 CMR 12.00.

MassDEP's review of Upton's SAP and lab SOPs indicate they require updating to assure compliance with both 40 CFR 122 and 136 as well as 314 CMR 3.00 and 314 CMR 12.00. MassDEP provided technical assistance documents to Upton on July 17, 2024. MassDEP advises Upton that it must sample per its NPDES Permit (i.e. flow paced) to comply with both state and federal regulations. MassDEP also requires that Upton update its SAP and Lab SOP to assure compliance with the referenced regulations.

5. The WWTF Operation and Maintenance (O&M) Manual was last updated in 1999 and is non-compliant with 314 CMR 12.00. MassDEP requires that Upton submit a schedule to revise its O&M Manual for compliance with 314 CMR 12.04(1). MassDEP will review and approve the document under a separate cover letter (i.e. the manual will not be presumptively approved). Upton shall submit its schedule to update its WWTP O&M Manual by no later than September 30, 2024.
6. MassDEP CERO is transitioning from the current hard copy paper filing format to a more efficient electronic version moving forward. As an example, deliverables required per 314 CMR 12.00, and or 314 CMR 3.00 (i.e., responses to this report, annual infiltration and inflow reports, Monthly Operating Reports, Alarm Reports, sewer connection reports, generator reports) can now be emailed to the CERO WPC email address at massdep.cerowastewater@mass.gov with a copy to the undersigned below. Reporting per 314 CMR 12.00 includes the following: Monthly Operating Records (MORs) per 314 CMR 12.07(1), Sewer Connection Form per 314 CMR 12.07(6); Updated Staffing Plan for the facility (314 CMR 12.04(4)); Maintenance of an inspection logbook for all pump stations (314 CMR 12.04(5) and 314 CMR 12.05(12)); Alarm system certification (314 CMR 12.04(6) and 314 CMR 12.05(12)); Generator certification report (314 CMR 12.04(7) and 314 CMR 12.05(12)); Chemical metering system alarm (314 CMR 12.05(12) and 314 CMR 12.05(13)) and annual sewer connection report per 314 CMR

12. (Monthly MOR per 314 CMR 12.07(1), Sewer Connection Form per 314 CMR 12.07(6)

7. MassDEP issued a Conditional Approval letter dated 8/13/2021 regarding the Towns I/I program which required the SSES work outlined in the reported titled "Sewer Flow Monitoring Field Program" prepared by CDM Smith, Dated April 2019, to be implemented. The letter also required a report to be submitted by no later than December 31, 2021 summarizing the work performed to date. By no later than September 30, 2024, MassDEP requires that Upton provide this office a list of all I/I work that has been completed to date and any changes to the previously approved schedule.

MassDEP reminds Upton that as required in MassDEP regulations and Guidance, I/I programs must be "on-going". Although MassDEP has established a threshold of 4,000 GPD/IDM to be used to determine if immediate follow-up investigative fieldwork is warranted to locate discrete sources of infiltration it is a requirement that all identifiable sources of I/I be investigated at some point. Moreover, considering that MassDEP regulations at 314 CMR 12.03(5)(b) and MassDEP Guidance (Section 9.3) do not provide for Cost-Effective Analysis (CEA) for any inflow sources, it is MassDEP's position that all sources of inflow need to be identified and eliminated in a timely manner. Updates related to Upton's I/I remediation must be submitted to USEPA and MassDEP per the MAG Permit. As noted in item 6 above, MassDEP requests that all deliverables be submitted electronically to both the CERO wastewater inbox as well as the undersigned below.

Thank you for your time and attention in these matters. If there are any questions regarding this report, please contact the undersigned at (857) 207-2000 or at Daniel.J.Kurpaska@mass.gov.

Sincerely,



Daniel J. Kurpaska
Section Chief, Wastewater Management
Bureau of Water Resources

Enclosure: Inspection Report, MassDEP CMOM Checklist

ecc: DEP CERO: File

Dennis Westgate Upton Public Works Director: DWestgate@uptonma.gov
Douglas Koopman, US EPA Region 1: koopman.douglas@epa.gov

30-5011-024
September 17, 2024

Mr. Dennis E. Westgate, Jr.
Director of Public Works
Town of Upton
100 Pleasant Street
Upton, MA 01568

Re: **Collection System Operation and Maintenance (O&M) Plan
Proposal for Engineering Services**

Dear Mr. Westgate:

Tighe & Bond is pleased to provide you with this proposal to assist the Town of Upton (Town) in meeting requirements of the Town's Small Wastewater Treatment Plant (WWTP) MAG Permit (MAG580034). This permit came into effect on September 1, 2023 and replaced the 2013 National Pollutant Discharge Elimination System (NPDES) Permit (MA0100196). As outlined in Part I.C of the 2013 NPDES Permit, the Town was required to submit a sewer system map and a collection system operation and maintenance manual within 30 months of the effective date of the permit (i.e. no later than October 26, 2016).

The Small WWTP MAG permit dated September 1, 2023 mandates that the Town update this manual and make them available for review by Massachusetts Department of Environmental Protection (MassDEP).

On August 24, 2023 and again on July 16, 2024, MassDEP conducted a compliance evaluation inspection of the Upton WWTP. The findings of the inspection were detailed in a letter sent to the Town, dated July 23, 2024 from Daniel Kurpaska of MassDEP's Central Regional Office. In this letter, MassDEP highlighted several requirements of the NPDES permit that have not yet been completed. On August 15, 2024, the Town responded to MassDEP to acknowledge receipt of this letter and a proposed schedule by which they plan to address the outstanding items. These items include:

- Updated WWTP Staffing Plan
- Updates to the WWTP Operations and Maintenance (O&M) Manual
- Development of a Sewer Collection System O&M Manual
- List of Infiltration/Inflow Work Completed to Date

SCOPE OF SERVICES

To complete the outstanding requirements of the letter, Tighe & Bond will complete the following scope of work:

Task 1: Collection System Operation and Maintenance (O&M) Plan

Tighe & Bond will work with the Town to prepare the Collection System O&M Plan. The plan will include:

1. A description of the collection system management goals, staffing, information management, and legal authorities;

2. A description of the collection system and the overall condition of the collection system, including a list of all pump stations and a description of recent studies and construction activities; and
3. A schedule for the development and implementation of the full Collection System O&M Plan, as described in the Small WWTP MAG Permit.

Tighe & Bond will use the capacity, management, operations, and maintenance (CMOM) Checklist provided by MassDEP to assist with the development of this plan. Also as a basis will be the draft April 2015 wastewater collection system Operation and Maintenance plan. Tighe & Bond will also provide the Town with a draft plan for review and comment, and subsequent final report with feedback incorporated.

This work will also include preparation of the full Collection System O&M Plan and Collection system overall map depicting all components in a GIS format. It is anticipated that the Town will provide existing GIS data files in order to update and revise system map in accordance with the regulatory requirements.

Task 2: Wastewater Treatment Facility O&M Manual Update

The existing WWTF O&M manual was last updated in 1999. Tighe & Bond will use the existing O&M manual for the WWTF as a starting point for updating the text. Since the existing O&M is not available in electronic format, the first task will be to digitize the text so edits can be made. In addition to the existing manual, we will utilize available information related to plant upgrades over the last 25 years, record drawings, and Operator interviews to gain an understanding of the current WWTP operations used to update the manual for submission to MassDEP. The scope of this O&M Manual update is focused on the minimum requirements of 314 CMR 12.04 as follows:

- Introduction
- Permits and Standards
- Description, Operation and Control of Wastewater Facilities
- Description, Operation and Control of Sludge Handling Facilities
- Description, Operation, and Control and Testing of the Chemical Addition and Monitoring System
- Personnel
- Sampling and Laboratory Analysis
- Records and Reporting
- Maintenance
- Emergency Operation and Response Program
- Safety
- Utilities and Energy Requirements
- Infiltration and Inflow Removal
- Emergency Notification Procedures for Overflows or Bypasses in Accordance with 314 CMR 12.03(8)

Kickoff Meeting, Information Gathering and Review – Organize and attend a virtual meeting with the Town to kick-off the project and discuss available information and current operations. In addition, we have planned for one day at the WWTF during which we will walk through the facility with the Operations staff to gather as much information as possible about the current operations and maintenance activities, including any modifications since the last major upgrade in 1999. This field visit will serve as an opportunity to review and collect any documents that would be helpful to the updated O&M manual development that are in paper form.

Develop Draft Operations and Maintenance Manual – We will take the information gathered from the field visit and information from the existing O&M manual, compile it and develop a draft updated O&M manual. The draft will first be provided to the Town for comment. We will then address any comments and edit the draft, at which point a draft of the O&M manual will be submitted to MassDEP for review.

Final Operations and Maintenance Manual – After receiving DEP's comments on the draft manual, we will address these comments and finalize the O&M manual. The final manual will be delivered electronically to the Town and DEP, as well as 3 hardcopies to the Town and 1 hardcopy to DEP.

ASSUMPTIONS

- All data required for the completion of this Scope of Services will be provided by Town staff in electronic format.
- All plans and reports will be submitted to EPA and MassDEP by the Town.
- Available GIS data files for the collection system will be provided

SCHEDULE

According to the letter received by the town on July 23, 2024 by Daniel Kurpaska of MassDEP's Central Regional Office, both plans must be prepared and submitted to MassDEP and USEPA by June 30, 2025.

Tighe & Bond is available to begin work after receiving Authorization to Proceed. Tighe & Bond will submit the draft plans and system map to the Town for review and comment four (4) weeks ahead of the deadline for submission to MassDEP and USEPA as outlined in the Scope of Work. Based on edits received, Tighe & Bond will revise the plans and map and provide final copies to the Town one (1) week ahead of their respective deadlines, for the Town to sign and submit to MassDEP and USEPA.

FEE

Tighe & Bond will perform these services for a lump sum fee of **\$82,500**, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The included schedule and fees are based on the above scope of work and assumptions.

*+ 15% CPT.
95k*

The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes

in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

We are prepared to begin work immediately upon authorization to proceed. We look forward to this opportunity to be of continued assistance to the Town of Upton. If you have any questions regarding this proposal, please feel free to contact Antonio da Cruz at (508) 471-9617 or AJdaCruz@tighebond.com.

Very truly yours,

TIGHE & BOND, INC.



Antonio J. da Cruz, PE
Vice President

Enclosures: Terms & Conditions – rev 04/2020

ACCEPTANCE:

On behalf of the Town of Upton, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Article 13



TOWN OF UPTON, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: BOARD OF SELECTMEN
JOSEPH LAYDON, TOWN MANAGER

FROM: DENNIS WESTGATE, DIRECTOR OF PUBLIC WORKS

SUBJECT: WARRANT ARTICLES FOR FY25 FALL ANNUAL TOWN MEETING

DATE: SEPTEMBER 17, 2024

I am respectfully requesting \$62,000 from this year's STM for the purpose of amending the original water & wastewater design contract with Tighe & Bond for the expansion of water & wastewater infrastructure on Milford Street to the Govenor's Landing Project.

The original contract with Tighe & Bond received funding from a grant for \$275,000. At that time, the precise location of a needed pump station was undetermined and therefore, could not be included in the original design contract. In addition, negotiations with MassDOT for the permits and fees were unknown until the design reached 75%. The grant amount was sufficient to bring the water/wastewater project design to 90%. The amendment to the contract for \$62,000 will cover all remaining design costs associated with the pump station, bringing the design to 100%, as well as additional negotiations with MassDOT, MassDOT permit fees, and providing a bid-ready project.

To see if the Town will vote to transfer the sum of Thirty One Thousand dollars (\$31,000), or any other sum, from Water Retained Earnings and Thirty One Thousand dollar (\$31,000) or any other sum, from Wastewater Retained Earnings for a total of Sixty Two Thousand dollars (\$62,000), or any other sum, for the purpose of funding the remaining design, permits, and fees associated with the expansion of water and wastewater on Milford Street, including all costs incidental and related, or to take any other action relative thereto.

30-5011-012
September 17, 2024

Mr. Dennis E. Westgate, Jr.
Director of Public Works
Town of Upton
100 Pleasant Street
Upton, MA 01568

Re: Governor's Landing Design – Amendment No. 1

Dear Mr. Westgate:

Tighe & Bond is submitting this amendment for additional engineering design services for the Governor's Landing Utility Design Project. Tighe & Bond has completed and continues to complete numerous tasks to support the advancement of this project that were not included in the March 7, 2023 Contract Scope of Services. The scope of additional services is outlined below.

MassDOT Permit

- **Permit Fee** – MassDOT assessed a road opening fee of \$3,790.00 that Tighe and Bond paid. This fee was calculated by "Base Fee + \$0.50/linear foot above 2,000 LF" which was $\$1,500.00 + (\$0.50 \times (6,580-2,000)) = \$3,790.00$.
- **MassDOT Coordination and Meetings at District 3 Office** – Tighe and Bond has corresponded with MassDOT on numerous occasions including virtual and in-person meetings to coordinate the multiple projects occurring within the Governor's Landing project area. Tighe and Bond also attended an in-person meeting at the District 3 office on June 10th, 2024 to discuss the 75% submittal comments. There has been significant time spent responding to the 25%, 75% and PS&E comments from MassDOT that were not anticipated due to the conflicting MassDOT projects that will be construction along the same section of Route 140.
- **Coordination with BSC Group** – Tighe and Bond coordinated directly with BSC Group on their culvert replacement design which impacts the sewer and water design. Coordination including meetings and sharing of AutoCAD drawings. Tighe and Bond had to alter the water and sewer design based on changes BSC Group made to their culvert design because of comments they received from MassDOT.
- **Traffic Count and Analysis Report** – Tighe and Bond performed a traffic count and analysis report to provide MassDOT with the adequate information required to waive the night work requirement for all construction on Route 140.
- **MassDOT Preconstruction Meeting on 9/20/2024** – This meeting is being held to kickoff the construction work for MassDOT Project 604890 (Resurfacing and Roundabout at Grove Street and Church Street, Upton, Route 140). Tighe and Bond has been asked to attend to provide input on the Governor's Landing Project.
- **Additional Pump Station Road Opening Permit Submission and Associated Permit Fees** – MassDOT has determined that an additional permit is required for the Pump Station as there will be a curb cut to install the Station's driveway. Based on current permit fees, MassDOT will charge \$750 for this permit. Additionally, for permitting submission purposes, Tighe & Bond must separate the pump station design sheets from the overall plan to create a separate permit submission set. Tighe & Bond will then support the advancement of the permit through the permitting process with DOT.



Milford Street Pump Station

- **Easement Survey** – Retained Northeast Survey Consultants, PC to provide a land taking survey of the Pump Station parcel and recordable plan with limits of the easement and deed descriptions stamped by a Professional Land Surveyor. Also included was Town support to obtain the easement at Town meeting.
- **Pump Station Soil Borings and Geotech Evaluation** – Retained Martin Geo-Environmental, LLC to provide two geotechnical borings to 30 feet at the proposed Pump Station location. We prepared a geotechnical report with the findings from the borings and soil conditions encountered to advance the design of the pump station.
- **Final Design for Pump Station** – Advanced the remaining design work from 90% to 100% that was not part of the scope in the original agreement.

Supporting Town in Agreement with Developer

Tighe and Bond has had several calls with the Town to discuss the agreement with Governor's Landing Developer (Ashland-Chestnut Realty LLC) regarding their funding commitment to the Governor's Landing Utility work. Tighe & Bond has provided example documents and reviewed the Town's draft Agreement with the private developer.

FEE

The amended for the design is the additional lump sum fee of **\$62,000** to modify the value from \$275,000 to a not to exceed fee of \$337,000, as defined by the Scope of Services of this AMENDMENT 1.

These services will be performed in accordance with the Terms and Conditions of our March 7, 2023 agreement.

If this amendment is acceptable, please sign and return one copy to Tighe & Bond as our authorization to proceed. We look forward to continuing our work with the Town on this project. If you have any questions or require any additional information regarding this request, please contact Antonio da Cruz at (413) 335-2336 or AJdaCruz@tighebond.com.

Very truly yours,

TIGHE & BOND, INC.



Antonio J. da Cruz, PE
Vice President

ACCEPTANCE

On behalf of the Town of Upton, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Signature

Date



Article 14



September 25, 2024

Joseph Laydon, Town Manager
Town of Upton
One Main Street
Upton, MA 01568

Re: Professional Landscape Architecture Services -Town of Upton - Streetscape Master Plan
CHA Proposal No: X98573.000

Dear Joe:

CHA is pleased to submit this proposal for professional landscape architecture services to support the development of a Streetscape Master Plan for the MA DOT Main Street (Route 140) street reconstruction project within the Upton Center Business District. The MA DOT project proposes to install a roundabout at the current intersection of Main Street (Route 140), Milford Street, North Main Street and Grove street with a new single lane roundabout. Based on this project it is our understanding that the Town would like to pursue development of a streetscape master plan for inclusion within the MA DOT Project. The following is our scope of services for our master planning services:

Exhibit A- Scope of Services

1. CHA will conduct a kick-off meeting/site visit with the client team. During the kickoff meeting
 - a. Schedule
 - b. Communication
 - c. Billing
 - d. Identification of existing standard such as benches, trash/recycling receptacles, etc.
 - e. Initial discussion with Tree Warden on preferred street tree species
2. Based on input received during the kick-off meeting and the site visit CHA will develop a draft streetscape master plan which will include:
 - a. Street Tree Locations
 - b. Planting beds
 - c. Street furnishings (benches, trash receptacles, bike racks, etc...) locations
 - d. Pavement choices and patterns
 - e. Period ornamental lighting style and location selection
 - f. Potential memorial relocations and interpretive signage
 - g. Pocket parks and gathering areas
 - h. Potential revisions to on-street parking

- i. Schematic Opinion of Probable Cost
3. CHA will conduct an in-person review meeting with the Town to receive comments on the draft master plan.
4. CHA will address the comments and present the plan to the public during a public informational meeting to solicit input and comments.
5. We will review and address comments at the direction of the Town and provide a final Streetscape Master Plan which will include a rendered site plan and conceptual opinion of probable cost.

Assumptions:

1. CHA will be provided with the MA DOT project files in a CADD format
2. The master plan elements will be consistent with those identified within the Upton Center Business District Revitalization Plan- Design Standards dated February 2020.
3. The town of Upton will take no more than one week to review and provide comments on the draft master plan.
4. There are currently no bus stop locations in town.
5. The scope is limited to the services identified within this proposal.
6. Site plan or planning commission approval is not anticipated at this stage.
7. The project will not require coordination with the conservation commission at this stage.

Deliverables:

1. Kick off meeting summary
2. Site Visit summary documenting opportunities and constraints and preferred street tree list.
3. Rendered draft streetscape master plan and one ground level photosimulation for use in the public informational meeting and schematic opinion of probable cost
4. Final Rendered Streetscape Master Plan

Exhibit B- Schedule

CHA proposes to complete the project within the following schedule:

- A. The kick off meeting/site visit will be within two weeks of signed work order
- B. The draft Streetscape Master plan will be presented within 4 weeks of the Kick off meeting
- C. The public informational meeting will be set by the Town
- D. The final Streetscape Master Plan will be delivered within 3 weeks of the review meeting on the draft master plan

Exhibit C- Fee

CHA proposes to be compensated on a lump sum basis in the amount of \$23,000.00. This fee is inclusive of expenses, such as mileage, postage, printing, etc..



CHA appreciates the opportunity to assist the Town of Upton bringing the vision for the Central Business District to reality. Should you have any questions, please feel free to call me at (401) 648-3860 or MMoonan@chasolutions.com.

Sincerely,

Michael Moonan, RLA
Project Manager | Senior Landscape Architect



Article 15



**WARRANT ARTICLE REQUEST
COVER SHEET**

OFFICE OF THE BOARD OF SELECTMEN
One Main Street, Box 1 Upton, MA 01568

Warrant article shall be attached to this Cover Sheet with all supporting data.

September 5th, 2024
DATE

Green Designation Committee
Board or Person Requesting Warrant Article

If Board or Committee

Date of Vote to Request

Actual Vote: _____ yes votes of _____ members voting.

Section of Code of Upton to be addressed (*if applicable*)

Reason for Request:

The Green Designation Committee would like to request funds which will be used to print and mail a townwide flyer to share information about the composting program.

Dominique Ross - dominique.f.ross@gmail.com
Person to Contact with Questions

Signature of Chair or Employee

Warrant Article Request: Green Designation Committee – Compost Program Mailer

To see if the town will vote to raise and appropriate, transfer from available funds, or borrow the sum of One Thousand Five Hundred dollars (\$1,500), or any other sum, for the purposes of printing and mailing a townwide notice of the pilot composting program, including all costs incidental and related, or to take any other action relative thereto.

Explanation / Submitted by:

The Green Designation Committee is requesting funds to support a townwide mailing to all residents with information about the pilot composting program with Black Earth Composting. The mailer will include key information about the program and ways for residents to express interest in participating. This pilot program was voted on and approved by The Board of Health on March 18, 2024. / Green Designation Committee

Article 16

Rockland Trust Notice to Town of Upton for Residual Bequest

Mr. Joseph Laydon, Town Manager
Town Hall
Box 1, Room 102
1 Main Street
Upton, Mass. 01568

September 11, 2024

Re: The Harvey J Trask Trust

Dear Mr. Laydon:

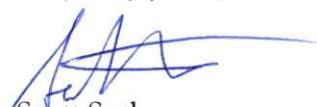
The Rockland Trust Company, Successor to the Milford National Bank and Trust Company, is pleased to enclose here with its final account of the residual bequest under the Harvey J Trask Trust Agreement to the Town of Upton, Clause Eleventh, copies enclosed. The residual payment to the Town is **\$1,526,462.32** as of September 1st 2024. A Reserve of \$50,000 has been taken and will be paid over to the Town once final taxes and fees are settled for calendar 2024.

Please note the request that the town vote at a special town meeting or annual town meeting to accept the gift pursuant to the terms of Clause Eleventh. Rockland Trust intends to disburse these funds to the Town of Upton immediately upon acceptance by vote of the Town Meeting.

Please note that if the town refuses the gift, we are obligated to pay the funds to The Trustees of Reservations. We will consider the failure to affirmatively vote acceptance and the failure to release the bank from its trustee duties as a refusal of acceptance.

Rockland Trust looks forward to completing payment to the town as soon as possible.

Very truly yours,



Scott Scales,
Vice President
Relationship Manager

Enclosures: Final Accounting
Copy of Trust – Clause 11th
Requested Release

cc: Joseph Cove, Esquire

ELEVENTH: To the Town of Upton - All the rest, residue and remainder of my estate of whatsoever nature and wheresoever located to the Town of Upton acting through its Board of Selectmen in trust, nevertheless, which trust shall be known as the "Harvey Julian Trask Trust". The care and custody of these funds shall be with the Town Treasurer and shall be held separate and apart from the general funds of the Town and administered as a separate account and with all income and from the corpus of the trust used to enhance and beautify the public streets, parks and other public places in the Town of Upton. The Donor intends that the "beautification of the Town" is not limited to the general cleaning, repair and maintenance of public places in the Town of Upton, but also be used to install landscaping, ornamental shrubberies, flower gardens, winter and Christmas decorations and if appropriate, to acquire land and easements which will support my stated purpose to beautify the public areas in the Town of Upton for the benefit of the Inhabitants of the Town. Any income not otherwise expended by the Board of Selectmen for this purpose shall be added to the principal of the trust fund.

In the event that the corpus of the Trust exceeds the sum of \$250,000.00, the Board of Selectmen may invade and use the corpus or principal of the trust fund for any municipal purpose the selectmen in their sole discretion may deem appropriate, but not to balance an annual budget or cover any annual budgetary deficit.

It is the Donor's hope that the Town of Upton will accept this trust fund by vote of the town meeting at any special or annual town meeting. In the event that the town fails to accept this trust fund then the Donor gives all the rest, residue and remainder of my estate

free from trust to the Trustees of Reservations previously identified for such purposes as the Trustees in their sole discretion deem appropriate.

Article 23

Prepared for

Name Susan Brouwer
Email sbrouwer@uptonma.gov
Valid until 12/31/2024
Phone 508.529.6901
Created on 09/12/2024
Company Town of Upton

Prepared by

Name Sean McPeak
Phone 610.260.6800
Email smcpeak@meridiaars.com
Quote MQ6114

The Meridia Voting System (M-VOTE) is used by the US House of Representatives and has been adopted by 1,000's of City & Town Councils, Unions, Boards, Associations, and other voting bodies across America. It automates record keeping, and speeds up and replaces hand, voice, and paper votes, while keeping the democratic processes and debates alive.

MERIDIA VOTING SYSTEM (M-VOTE)



What's Included with the System

Voting Clickers for Members
 Software to Display and Record the Votes
 Carrying Case and USB Receiver
 Live Support and Training
 Shipping to Your Location
 Offline, Online and Hybrid Voting



5 Great Valley Parkway, Suite 218, Malvern, PA 19355

Phone: 610-260-6800, Fax: 610-260-6810, Email: rsvp@meridiaars.com

EZ-VOTE 5 (M-VOTE)

Item	Quantity	Unit Price	Subtotal
Town Meeting Bundle (200 Devices, Two EXT Receivers, Carring Cases)	1	\$9,995.00	\$9,995.00
EZ-VOTE 5 Keypad	300	\$35.00	\$10,500.00
EZ-VOTE Software Suite	1	\$0.00	\$0.00
M-VOTE Security, Support, Software Upgrade Plan - 12 Month	1	\$0.00	\$0.00
Onsite Support at Your First Town Meeting	1	\$0.00	\$0.00
Lanyards	1	\$0.00	\$0.00
Custom Branding & Design	1	\$0.00	\$0.00
Promotion Discount	1	-\$150.00	-\$150.00
Shipping*			\$135.00
Tax			\$0.00
Total in USD:			\$20,480.00

AVAILABLE CUSTOM BRANDING

Let us customize the voting clickers with your organization's Crest, Identifying Colors, Name, or anything else you'd like. Custom branding adds two weeks to the delivery time and adds \$500.00 to the system cost. Check out the gallery at: <https://meridiaars.com/customkeypads>.

HOW TO ORDER

Ready to make a purchase? Head on to www.meridiaars.com/pay to pay via credit card. Use the Quote # on page 1 (MQ number) to identify your order. To pay via check, electronic fund transfer (EFT), or PO, email sales@meridiaars.com to request an invoice



SYSTEM REQUIREMENTS

Operating System Compatibility Windows 10 and higher (32 & 64 Bit)

MS Office Compatibility MS Office 2016 and higher (32 & 64 Bit)

For extended list of requirements go to www.meridiaars.com/requirements



5 Great Valley Parkway, Suite 218, Malvern, PA 19355

Phone: 610-260-6800, Fax: 610-260-6810, Email: rsvp@meridiaars.com

