

MONTAGUE SELECTBOARD MEETING
1 Avenue A, Turners Falls and VIA ZOOM
Monday, July 13, 2026 6:30PM
AGENDA - AMENDED
Join Zoom Meeting:

Meeting ID: 874 6063 2995 Password: 641921 Dial into meeting: +1 646 558 8656

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

2. 6:30 Approve Minutes: Selectboard Meetings: June 29, 2026

3. 6:30 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

4. 6:32 **RiverCulture** with Suzanne LoManto
 - Unveiling of new RiverCulture.org website

5. 6:40 **Personnel Board**
 - Appoint Sara-Evelyn Lane to Tree Committee for remainder of one year term to end on June 30, 2027
 - Appoint DPW Superintendent Sam Urkiel as Tree Warden effective July 14, 2026, for a 3-year term ending 6/30/2029.

6. 6:45 **Police Business** with Chief Jason Haskins
 - Police Department Staff Restructuring plan:
 - Review and approve Police Policy 4.32 to govern promotions within the Montague Police Department
 - Review and approve employment description for Deputy Police Chief - contracted position Grade C (\$40.27-\$52.53 per hour)
 - Review and approve employment description for Lieutenant - Grade SS7 (\$41.97-\$47.21 per hour)
 - Review and approve Police Policy 5.09 "Traffic Control Officers"
 - Authorize Franklin County Special Response Team (FCSRT) Memorandum of Agreement with City of Greenfield and Franklin County Sheriff's Office

Montague Selectboard Meeting

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7. 7:05

Assistant Town Administrator's Business

- Request to transfer \$6,000.00 into CD Shea Theater from Community Discretionary Account
- Request \$7,000 from Community Development Discretionary to fund planter maintenance program for FY27.
- Award Ave A Streetscape Planter Maintenance contract to Abound Design Incorporated from June 1, 2026, through November 15, 2026. Contract value \$7,000.
- Issue notice to proceed with awarding Montague Center Complete Streets Improvements project to Taylor Davis Landscape Company. Contract value \$492,986. Funding source is Complete Streets Grant

8. 7:20

Town Administrator's Business

- Authorize Town Administrator to execute Mass Public Libraries Construction Program Grant Agreement (\$10,957,709), next steps in Library construction project
- Topics not anticipated within 48 hours of meeting

9. 7:30

Executive Session under M.G.L. c. 30A, §21(a)(1), to discuss the physical condition and/or mental health of a police officer as it relates to a request for injury leave under M.G.L. c. 41, §111F, and not to reconvene in open session.

Next Meeting

Selectboard Meeting: Monday, July 27, 2026, at 6:30pm via ZOOM

From: [REDACTED]
To: [daviddetmold](#); [Fern Smith](#)
Subject: Re: need short letter of intent to join tree committee tonite if possible
Date: Monday, July 6, 2026 8:31:23 PM

Helping David forward this along

Thanks!

--

On Thu, Jun 25, 2026 at 2:45 PM Sara-Evelyn Lane <[REDACTED]> wrote:

Hi folks - I am a landscape designer with deep experience with landcare, arborculture, tree removals, and earthworks. I would be delighted to join the Montague Tree Committee to serve the town and residents by contributing to experienced recommendations and support our new incoming tree warden.

Thank you

--

Sara-Evelyn Lane

[REDACTED]
[REDACTED]

June 25, 2026

Dear Montague Selectboard,

This is in regards to Sara-Evelyn Lane joining the Montague Tree Advisory Committee. We, the members of the Tree Committee, at our meeting June 17, 2026, have voted unanimously for Sara-Evelyn to become a member of the committee. She is interested in the subject, enthusiastic and dedicated.

Thank you for your consideration.

Sincerely,

William Codington

Chairman Montague Tree Advisory Committee

Name: Sara-Evelyn Lane

MONTAGUE APPOINTED OFFICIAL

NAME: Sara-Evelyn Lane

DATE: July 07, 2026

COMMITTEE: TREE ADVISORY COMMITTEE

TERM: YEAR 1

TERM EXPIRATION: June 30, 2027

SELECTBOARD, TOWN OF MONTAGUE

TERM STARTS: 7/14/2026

Richard Kuklewicz, Chair

Marina Goldman, Vice Chair

Nate Card, Clerk

Sara-Evelyn Lane personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the TREE ADVISORY COMMITTEE according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

FOR INTERNAL USE ONLY

Name: Samuel Urkiel

MONTAGUE APPOINTED OFFICIAL

NAME: Samuel Urkiel

DATE: July 07, 2026

COMMITTEE: TREE WARDEN

TERM: Year 3

TERM EXPIRATION: June 30, 2029

SELECTBOARD, TOWN OF MONTAGUE

TERM STARTS: 7/14/2026

Richard Kuklewicz, Chair

Marina Goldman, Vice Chair

Nate Card, Clerk

Samuel Urkiel personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the TREE WARDEN according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

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FOR INTERNAL USE ONLY

PROMOTIONS

POLICY & PROCEDURE NO. 4.32	ISSUE DATE:
	EFFECTIVE DATES:
MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED: 34.1.1; 34.1.2; 34.1.3; 34.1.5; 34.1.6; 34.1.7	REVISION DATE:

I. GENERAL CONSIDERATIONS AND GUIDELINES [34.1.1; 34.1.2]

The purpose of this policy is to outline the process which governs promotion within the Montague Police Department. Promotion indicates a vertical movement in rank and is accompanied by increased duties, responsibilities, and salary.

This policy defines the process that is utilized by the agency to identify, evaluate, and select candidates for promotion. It is intended to provide the Chief of Police and Town of Montague Selectboard with an objective process, method and criteria for their evaluation of promotional candidates, and to provide the Chief of Police a process to make a recommendation to the Selectboard for promotional appointment(s).

II. SCOPE

The policy governs the promotional process for the position of Sergeant, Lieutenant, and Deputy Chief within the Montague Police Department.

III. ELIGIBILITY [34.1.3; 34.1.6]

In order to be eligible for promotion, candidates must meet all minimum training, certification, and qualification requirements as established by the

department and applicable Massachusetts standards and must meet the following criteria:

- A. Sergeant: Any Officer in Montague Police with at least three (3) years of continuous full-time service at the Montague Police Department. Effective July 1, 2030, the candidate is preferred to hold at least an Associate's degree in criminal justice or other related field as allowed in the education incentive agreement.
- B. Lieutenant: Any Sergeant with at least three (3) years of continuous full-time service at the Montague Police Department and seven (7) years of law enforcement experience. Effective July 1, 2030, the candidate shall hold at least an Associate's degree in criminal justice or other related field as allowed in the education incentive agreement. Bachelor's degree is preferred.
- C. Deputy Chief: Any Lieutenant or Sergeant with at least ten (10) years of current and continuous full-time service with the Montague Police Department and at least five (5) years of current and continuous supervisory experience at the Montague Police Department. Effective July 1, 2030, the candidate shall hold at least a Bachelor's degree in criminal justice or other related field as allowed in the education incentive agreement. Master's degree is preferred.
- D. Exception: if less than three eligible candidates express written interest, the Chief reserves the right to allow ranking officers of lesser years of service to participate, starting with the most senior officer of rank, until a pool of at least three (3) candidates are available. [34.1.6, 5a] No exception will be made for the education requirement following July 1, 2030.

IV. POSTING & NOTIFICATION OF PROMOTIONAL PROCESS [34.1.5]

- A. **Notice of Promotional Process:** At least twenty-one (21) days prior to the promotional process the department will announce:
 - 1. The title of the vacant position
 - 2. The date the promotional process is to begin
 - 3. The eligibility requirements
 - 4. Assessment components and scoring weights
 - 5. A deadline for submitting letters of interest, resume, and any other requested documentation which will be required from an officer to participate in the promotional process

-
- B. **Posting of Promotional Process Notice:** Such notices will be sent to all officers by department email and a hard copy will be posted on the white board in the patrol room. The Department will be responsible for notifying eligible candidates who may be on an extended absence due to sick or injured leave, vacation, or other reasons.

V. PROMOTIONAL ASSESSMENT COMPONENTS

The promotional process shall be designed to identify candidates who possess the knowledge, leadership ability, judgment, initiative, communication skills, professional development, organizational impact, and potential necessary to successfully perform the duties of the next rank.

The Notice of Promotional Process shall identify all assessment components to be utilized, scoring values assigned to each component, submission requirements, deadlines, and evaluation criteria.

A. Assessment Components

Assessment components may include one or more of the following:

1. Leadership Impact Statement
2. Leadership Portfolio
3. Practical Exercise
4. Report Review Exercise
5. Presentation Exercise
6. Oral Board Interview
7. Personnel Record Review
8. Any other job-related assessment approved by the Chief of Police.

B. Leadership Impact Statement

Candidates may be required to submit a written Leadership Impact Statement documenting specific contributions made to the Department during the preceding three (3) years. The statement shall identify problems addressed, actions taken by the candidate, measurable outcomes achieved, and supporting documentation.

C. Leadership Portfolio

Candidates may be required to submit a portfolio documenting professional accomplishments, training, educational achievements, supervisory experience, leadership initiatives, policy development, organizational improvements, and other job-related contributions.

D. Practical Exercises

Candidates may be required to complete practical exercises designed to evaluate their ability to apply knowledge and judgment to realistic supervisory, managerial, or administrative situations.

E. Report Review Exercise

Candidates may be required to review reports, investigations, policies, or other documents and identify deficiencies, corrective actions, and recommendations.

F. Presentation Exercise

Candidates may be required to prepare and deliver a presentation addressing a job-related issue, organizational challenge, operational plan, or strategic initiative.

G. Oral Board Interview

Candidates may be required to participate in a structured oral board interview. All candidates shall be asked the same core job-related questions. Follow-up questions may be utilized for clarification but shall not introduce bias or unequal evaluation.

H. Advanced Project Assignments

When utilized, project assignments may be distributed up to seven (7) calendar days prior to the assessment date. Candidates shall complete all work independently. Candidates may utilize Department policies, procedures, Massachusetts law, professional publications, training materials, and publicly available resources. Collaboration with other candidates or individuals regarding project content is prohibited. Candidates shall certify that all submitted work represents their own independent effort. The Notice of Promotional Process shall identify the scoring criteria and weighting assigned to all project assignments.

VI. PROMOTIONAL PROCESS

A. Initiation of Process

The promotional process shall be initiated when the Chief of Police determines that a permanent vacancy exists or is anticipated to exist.

B. Application Process

Interested candidates shall submit a letter of interest, resume, and any additional materials identified in the Notice of Promotional Process.

C. Assessment Schedule

The Chief of Police or designee shall establish a promotional schedule that identifies assessment dates, submission deadlines, oral board interviews, presentations, and other required components.

D. Promotion Assessment Committee

The Chief of Police may establish a Promotion Assessment Committee to administer and evaluate promotional assessment components.

Whenever practical, at least one member of the Promotion Assessment Committee shall be from an outside law enforcement agency. For promotions to Lieutenant and Deputy Chief, the Chief should strongly consider utilizing a majority of external assessors.

Whenever practical, at least one member of the Promotion Assessment Committee shall be a member of the community as an observer. This member will not be part of the grading process.

The responsibilities of the Committee may include:

1. Reviewing submitted materials.
2. Scoring assessment components.
3. Conducting oral board interviews.
4. Conducting presentations and practical exercises.
5. Compiling assessment results.
6. Preparing a summary of candidate strengths and developmental areas.

E. Oral Board

An Oral Board Interview shall be conducted for all eligible candidates participating in the promotional process. Board members shall independently score candidates using standardized evaluation forms. Oral Board members may discuss candidate scoring.

F. Scoring

Each assessment component shall utilize a standardized scoring system. The total promotional score shall be based upon the cumulative results of all assessment components identified in the Notice of Promotional Process.

G. Final Assessment Package

Upon completion of the promotional process, the Promotion Assessment Committee or designee shall provide the Chief of Police with the completed assessment package, including scores, rankings, evaluation forms, and supporting documentation.

H. Additional Interview

The Chief of Police reserves the right to conduct an additional interview with any candidate. Any such interview shall be documented and considered as part of the overall promotional review process.

VII. SELECTION PROCESS

It is the intent of the Montague Police Department to promote the most qualified candidate based upon demonstrated performance, leadership ability, professional development, organizational impact, assessment results, and the needs of the Department. Promotional decisions shall be made without regard to personal favoritism, prejudice, animosity, political considerations, or any other non-job-related factor.

A. Standardized Evaluation

Each component of the promotional process shall be assigned a standardized scoring value. The specific assessment components and scoring weights shall be identified in the Notice of Promotional Process.

All candidates shall be evaluated using the same assessment criteria, scoring methods, and evaluation standards.

Candidates shall be ranked based upon their cumulative score derived from all assessment components utilized during the promotional process.

All scoring sheets, assessment materials, evaluation forms, and supporting documentation shall be retained in accordance with Department policy and applicable law.

B. Evaluation Factors

In order to ensure a fair, impartial, objective, and non-discriminatory evaluation, the following factors may be considered during the promotional process:

1. Job-related experience;
2. Supervisory evaluations of current job performance;
3. Demonstrated leadership ability and promotion potential;
4. Contributions to the Department;
5. Formal education;
6. Military service;
7. Professional development, training, and career development activities;
8. Disciplinary history;
9. Work ethic, initiative, and accountability;
10. Leadership Impact Statements, Leadership Portfolios, practical exercises, presentations, report review exercises, oral board interviews, 360-degree leadership assessments, and other assessment components utilized during the promotional process; and
11. Demonstrated ethical conduct and professionalism.

12. Other job-related factors approved by the Chief of Police and identified in the Notice of Promotional Process.

C. Promotional Assessment Records

The Deputy Chief, or the Chief's designee, shall coordinate the promotional process and maintain all records associated with the assessment process.

For promotions to the rank of Lieutenant or Deputy Chief, the Chief of Police shall designate an individual responsible for maintaining all promotional records and ensuring the integrity and confidentiality of the process.

The Promotion Assessment Committee, if utilized, shall submit all scoring materials, rankings, evaluation summaries, and relevant information to the Chief of Police upon completion of the promotional process.

D. The Chief of Police may establish different assessment components, scoring weights, and evaluation criteria for Sergeant, Lieutenant, and Deputy Chief promotional processes based upon the duties, responsibilities, and competencies associated with each rank. Such requirements shall be identified in the Notice of Promotional Process.

E. Chief's Review and Recommendation

Upon completion of the promotional process, the Chief of Police shall review the assessment results, candidate rankings, personnel history, performance evaluations, disciplinary record, demonstrated leadership ability, organizational impact, and the operational needs of the Department.

The Chief shall give substantial consideration to the results of the promotional process when making a recommendation for appointment.

Neither the recommendation of the Chief of Police nor the appointment decision of the Selectboard shall be based upon any factor not authorized by this policy.

The Chief of Police is not required to recommend the highest-scoring candidate; however, any recommendation that differs from the final ranking shall be supported by documented job-related reasons and maintained as part of the promotional file. The Chief may consider succession planning, organizational needs, and the specific responsibilities of the vacant position when making a recommendation.

The Chief may consult with the Promotion Assessment Committee regarding clarification of assessment results, but shall not alter assessment scores.

F. Promotional Eligibility List

The promotional eligibility list shall remain active for one (1) year from the date of the initial appointment made from the list.

If fewer than two (2) eligible candidates remain on the list following an appointment, the Selectboard may elect to terminate the list and direct that a new promotional process be conducted for future vacancies.

G. Reapplication

Candidates not selected for promotion may participate in future promotional processes provided they continue to meet all eligibility requirements established by this policy.

VIII. APPEAL PROCESS [34.1.3E)

Any candidate may appeal the results of promotional process to the Selectboard. Such appeal must be in writing and received no later than seven (7) business days after the announcement of the Selectboard's selection. The appeal must state in specific terms the candidate's objections to their non-selection. The Selectboard shall reply in writing within seven (7) business days.

Appeals shall be limited to alleged procedural errors, scoring errors, violations of this policy, or other material irregularities affecting the promotional process.

IX. PROBATIONARY PERIOD [34.1.7]

A 6-month probationary period will apply to any new promotion. During this probationary period a newly promoted employee will be monitored to ensure he/she can perform the duties and responsibilities of the new position. Newly promoted employees will be closely observed and evaluated frequently. Unsatisfactory performance will be identified and corrected through counseling, training or other suitable personnel actions to safeguard against the promotion of employees beyond their capabilities.

X. SECURITY OF MATERIALS [34.1.3H]

It is the responsibility of the Deputy Chief to ensure that all promotional materials, including information collected on candidates, be kept in a secure location and access to such materials/records is limited to only those persons directly involved in the evaluation of the candidates. [34.1.3,h]

In accordance with confidentiality and public records law prohibition, all promotional materials are secured by the Administrative Assistant of the Montague Police Department, and no candidate score will be released to any individual or entity without the written permission of the candidate which expressly authorizes the Town to do so. [34.1.3(h)]

XI. LATERAL ENTRY

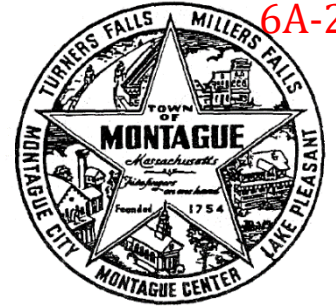
The Montague Police Department does not fill Sergeant or Lieutenant by lateral entry. [34.1.3(g)]

XII. PROVISIONAL APPOINTMENTS

If any promotional vacancy exists that is not known to be permanent, but anticipated to be long-term, the Chief may recommend to the Selectboard to appoint provisionally in any position. Such appointments will be reevaluated every 90 days. Any appointment to, or removal from, a provisional appointment is not subject to grievance or appeal. The promotional process will commence if and when the vacancy is known to become permanent.



Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376
(413) 863-8911 | Fax: (413) 863-3210
Chief Jason D. Haskins



6A-2

POSITION TITLE:	Deputy Chief of Police	DATE:	7/2/2026
DEPARTMENT:	Montague Police Department	GRADE:	C
REPORTS TO:	Chief of Police	FLSA:	

Position Summary

The Deputy Chief of Police serves as the second-in-command of the Montague Police Department and acts on behalf of the Chief of Police in the Chief's absence. The Deputy Chief provides strategic leadership, organizational oversight, and administrative management to ensure the effective delivery of police services while advancing the Department's commitment to professional excellence, ethical leadership, employee wellness, organizational accountability, and community partnership.

The Deputy Chief is responsible for the development, implementation, and oversight of departmental programs, accreditation, professional standards, investigative operations, and organizational development initiatives. The Deputy Chief serves as the Department's Professional Standards Commander and assists the Chief in carrying out the mission, vision, and goals of the Department.

The Deputy Chief will oversee all operations of the Dispatch Center.

All command personnel are expected to remain operationally proficient and may perform patrol, investigative, supervisory, or other law enforcement functions as necessary to meet operational needs.

Supervision Received

Works under the general direction of the Chief of Police.

Supervision Exercised

Exercises direct supervision over Lieutenants, Detectives, dispatch, civilian personnel as assigned, and other personnel designated by the Chief of Police.

Assumes command of the Department in the absence of the Chief of Police.

Essential Duties and Responsibilities:

Executive Leadership

- Assumes command of the Department in the absence of the Chief of Police.
- Assists in the development and implementation of departmental goals, objectives, strategic plans, and performance measures.
- Provides leadership and guidance to command staff, supervisors, and employees.
- Responds to major incidents, critical events, and emergencies requiring command-level oversight.
- Represents the Department at municipal, regional, state, and community meetings as assigned.

Professional Standards and Accountability

- Serves as the Department's Professional Standards Commander.
- Oversees Internal Affairs investigations and disciplinary review processes.
- Reviews administrative investigations for completeness, objectivity, consistency, and compliance with departmental policy, collective bargaining agreements, accreditation standards, and applicable law.
- Makes recommendations regarding disciplinary action, corrective measures, policy revisions, and training needs.
- Oversees departmental compliance with civil rights laws, constitutional policing practices, and procedural justice principles.

Accreditation and Organizational Excellence

- Serves as the Department Accreditation Manager or oversees accreditation functions.
- Directs accreditation compliance efforts and continuous organizational improvement initiatives.
- Oversees policy development, policy review, and policy implementation.
- Ensures compliance with Massachusetts Police Accreditation Commission standards and applicable regulatory requirements.

Investigations and Professional Services

- Commands and oversees the Detective Division.
- Oversees criminal investigations, task force participation, and specialized investigative assignments.
- Oversees evidence management systems and procedures.
- Oversees court liaison functions, discovery compliance, records management, and related legal processes.
- Oversees Internet Crimes Against Children (ICAC) investigations and compliance.

Organizational Development

- Oversees recruitment, hiring processes, promotional processes, and succession planning initiatives.
- Oversees department-wide training and professional development programs.

- Supports leadership development and career advancement opportunities for department personnel.
- Assists with workforce planning and personnel development initiatives.

Administrative Operations

- Oversees fleet management and replacement planning.
- Oversees facilities maintenance and capital improvement projects.
- Oversees scheduling systems and workforce allocation.
- Oversees social media and public information initiatives.
- Assists with budget preparation, grant administration, and financial planning.

Community Engagement

- Oversees community policing initiatives and community engagement programs.
- Oversees School Resource Officer programs and school partnerships.
- Coordinates special events, directed enforcement initiatives, and community safety programs.
- Maintains productive working relationships with community groups, schools, public officials, and partner agencies.

Other Duties

- Performs other related duties as assigned by the Chief of Police.

Minimum Qualifications:

Education

- Effective July 1, 2030, the candidate shall hold at least a Bachelor's degree in criminal justice or other related field as allowed in the education incentive agreement. Master's degree is preferred.

Experience

- Minimum of ten (10) years of progressively responsible law enforcement experience.
- Minimum of five (5) years of supervisory experience at the rank of Sergeant or above.
- Demonstrated experience in police administration, leadership, and organizational management.

Certifications

- Massachusetts POST-certified Police Officer.
- Massachusetts Driver's License.
- License to Carry Firearms.
- Required departmental certifications and annual qualifications.

Knowledge, Skills, and Abilities

- Thorough knowledge of municipal police administration and leadership principles.
- Thorough knowledge of Massachusetts General Laws, constitutional law, criminal law, and police practices.
- Knowledge of accreditation standards and organizational best practices.
- Ability to lead organizational change and manage complex projects.

- Ability to supervise personnel and develop future leaders.
- Ability to communicate effectively with employees, elected officials, community members, and partner agencies.
- Ability to maintain confidential information and exercise sound judgment.



Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376
(413) 863-8911 | Fax: (413) 863-3210
Chief Jason D. Haskins



6A-3

POSITION TITLE:	Lieutenant	DATE:	7/6/2026
DEPARTMENT:	Montague Police Department	GRADE:	SS7
REPORTS TO:	Deputy Chief of Police	FLSA:	

Position Summary

The Lieutenant serves as a command-level supervisor responsible for the management, coordination, and oversight of patrol operations, personnel development, training, community engagement initiatives, and departmental support functions. The Lieutenant provides direct supervision to sergeants, officers, and specialized assignments while promoting professional excellence, ethical leadership, accountability, employee wellness, and community partnership.

The Lieutenant serves as a key operational leader responsible for ensuring the effective delivery of police services, supervising personnel, supporting organizational goals, and maintaining compliance with departmental policies and professional standards.

All command personnel are expected to remain operationally proficient and may perform patrol, investigative, supervisory, or other law enforcement functions as necessary to meet operational needs.

Supervision Received

Works under the general direction of the Deputy Chief of Police.

Supervision Exercised

Provides direct supervision to Sergeants, Officers, civilian personnel, and specialized assignments as designated.

May assume command responsibilities in the absence of the Deputy Chief and Chief.

Essential Duties and Responsibilities:

Operational Leadership

- Supervises daily patrol operations and departmental activities.

- Provides command-level response to major incidents, critical events, and emergencies.
- Ensures compliance with departmental policies, procedures, and operational directives.
- Assists with resource deployment and operational planning.

Personnel Development and Training

- Serves as the Department Training Coordinator or oversees training functions.
- Oversees employee training, professional development, and certification compliance.
- Oversees the Field Training and Evaluation Program (FTO/FTEP).
- Identifies training needs and develops corrective action plans when necessary.
- Assists employees with career development and leadership growth opportunities.

Recruitment and Staffing

- Coordinates recruitment efforts, hiring processes, and candidate development initiatives.
- Oversees personnel scheduling and staffing assignments.
- Assists with workforce planning and operational staffing needs.

Community Engagement and Partnerships

- Coordinates community policing initiatives and outreach programs.
- Maintains relationships with community groups, businesses, and partner agencies.
- Oversees special events planning and operational coordination.
- Assists with School Resource Officer programs and community engagement efforts.

Professional Standards and Accountability

- Conducts administrative investigations as assigned.
- Reviews investigations conducted by subordinate supervisors.
- Ensures Internal Affairs investigations are conducted in accordance with departmental policy and applicable law.
- Assists with promotional processes, employee evaluations, and performance management.

Specialized Operations

- Oversees patrol operations and case management systems.
- Oversees traffic enforcement initiatives and traffic safety programs.
- Oversees K-9 operations and specialized assignments.
- Oversees officer wellness, peer support, and employee assistance initiatives.
- Oversees directed enforcement programs and operational initiatives.
- Oversees roll call training and supervisory communications.
- Oversees special units and specialized operational programs.

Administrative Support Functions

- Provides support and assistance to the Detective Division.
- Provides support and assistance with evidence management functions.
- Assists with Internal Affairs investigations and disciplinary processes.
- Assists with promotional processes and organizational development initiatives.
- Assists with policy implementation and accreditation compliance efforts.

Other Duties

- Performs other related duties as assigned by the Chief of Police or Deputy Chief.

Minimum Qualifications:**Education**

- Effective July 1, 2030, the candidate shall hold at least an Associate's degree in criminal justice or other related field as allowed in the education incentive agreement. Bachelor's degree is preferred.

Experience

- Minimum of seven (7) years of law enforcement experience.
- Minimum of three (3) years of supervisory experience at the rank of Sergeant or equivalent.
- Demonstrated leadership and supervisory ability.

Certifications

- Massachusetts POST-certified Police Officer.
- Massachusetts Driver's License.
- License to Carry Firearms.
- Required departmental certifications and annual qualifications.

Knowledge, Skills, and Abilities

- Thorough knowledge of patrol operations, criminal investigations, and police supervision.
- Knowledge of leadership principles, employee development, and personnel management.
- Ability to supervise employees fairly and consistently.
- Ability to conduct investigations and prepare comprehensive reports.
- Ability to manage multiple priorities and operational responsibilities.
- Ability to communicate effectively with employees, community members, and partner agencies.
- Ability to exercise sound judgment in complex and rapidly evolving situations.

TRAFFIC CONTROL OFFICERS

POLICY & PROCEDURE NO. 5.09 <i>Previously 4.20</i>	ISSUE DATE: 2/3/2022
	REVISION DATE: 7/6/2026
MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED: 16.4.1; 22.2.5	REVIEW DATE:

I. GENERAL CONSIDERATIONS AND GUIDELINES

The purpose of this policy is to establish guidelines governing the selection, training, deployment, supervision, and conduct of Traffic Control Officers (TCOs) utilized by the Montague Police Department. Traffic Control Officers serve as civilian personnel who assist the department by providing traffic and pedestrian control services during special events, roadway construction projects, emergencies, and other situations requiring traffic management.

II. POLICY

The Montague Police Department may appoint qualified individuals to serve as Traffic Control Officers. TCOs shall function solely in a civilian capacity and shall not exercise any law enforcement authority. TCOs shall be utilized to supplement departmental operations by performing traffic and pedestrian control functions consistent with their training and assigned duties.

All traffic control operations conducted by TCOs shall be performed in accordance with applicable Massachusetts law, the Manual on Uniform Traffic Control Devices (MUTCD), departmental policies, and established safety practices.

III. DEFINITIONS

Traffic Control Officer (TCO): A civilian employee appointed by the Chief of Police to perform traffic and pedestrian control functions on behalf of the department.

Officer-in-Charge (OIC): The sworn supervisor or officer designated to oversee an event, incident, detail, shift, or assignment involving Traffic Control Officers.

Traffic Control Function: The direction of vehicular and pedestrian traffic, establishment of temporary traffic patterns, roadway closures, detours, and other traffic safety measures.

IV. AUTHORITY AND LIMITATIONS [16.4.1]

Authority:

Traffic Control Officers shall perform traffic direction and roadway safety functions only as authorized under Massachusetts law and under the direction of the Chief of Police or designee.

Traffic Control Officers:

1. Are civilian employees and are not sworn police officers.
2. Possess no arrest authority.
3. Possess no criminal investigative authority.
4. Shall not engage in law enforcement activities except as specifically authorized by law.
5. Shall not carry firearms or other weapons while performing duties unless otherwise authorized by law and department policy.
6. Shall immediately notify the Officer-in-Charge of any motor vehicle crash, injury, hazard, criminal activity, or unusual occurrence observed while performing assigned duties.
7. Shall operate under the direction and supervision of the Officer-in-Charge.
8. Traffic Control Officers may temporarily suspend traffic control operations and immediately notify the Officer-in-Charge when conditions create an imminent safety hazard to the public, workers, or the Traffic Control Officer. This includes failure for the company to have a safety briefing or failing to have a proper traffic pattern set-up.

V. ELIGIBILITY REQUIREMENTS

Applicants appointed as Traffic Control Officers shall:

1. Be at least twenty-one (21) years of age, or eighteen (18) years of age if serving as a Montague Police Cadet Intern approved by the Chief of Police.
2. Must be a current or former sworn law enforcement officer, firefighter, or sheriff's deputy.
3. Possess a valid driver's license.
4. Successfully complete all department-required training.
5. Demonstrate the ability to safely perform traffic control duties.
6. Be of good moral character and suitable for public service.
7. Not have had a law enforcement certification revoked or suspended in any jurisdiction.
8. Applicants shall successfully complete a background investigation, including a criminal history records check, and any other screening deemed appropriate by the Chief of Police. This will include at a minimum: CORI, driver's license check, and reference check.
9. Traffic Control Officers shall not report for duty while under the influence of alcohol, cannabis, controlled substances, or any medication that may impair their ability to safely perform assigned duties.

The Chief of Police may establish additional eligibility requirements as necessary.

VI. TRAINING [16.4.1]

Prior to assignment, Traffic Control Officers shall successfully complete department-approved training, including:

1. Traffic control and traffic direction procedures.
2. Work zone safety training.
3. Pedestrian safety procedures.
4. Incident command awareness.
5. First Aid certification.
6. CPR certification through:
 - American Heart Association (AHA);
 - American Red Cross (ARC); or

- Emergency Care and Safety Institute (ECSI).
- 7. Department policies and procedures applicable to their duties.
- 8. Any additional training deemed necessary by the Chief of Police.

ATSSA CERTIFICATION

All Traffic Control Officers shall successfully complete ATSSA-approved Massachusetts Traffic Control Training or equivalent department-approved training prior to independent assignment. Retired Montague Police and Turners Falls Firefighters will have two years from the date of retirement to obtain the certification.

Required recertification shall be maintained in accordance with training provider requirements.

TRAINING RECORDS

The department shall maintain documentation of all required training and certifications.

VI. DUTIES AND RESPONSIBILITIES [16.4.1]

Traffic Control Officers may be assigned to:

1. Road construction details.
2. Utility details.
3. Special events.
4. Parades.
5. Road races.
6. Fireworks displays.
7. Emergency traffic management.
8. Disaster response support.
9. Pedestrian crossing operations.
10. Traffic Control Officers shall maintain communication with the Officer-in-Charge and comply with all instructions related to traffic operations, safety concerns, and emergency situations.
11. Other traffic-related assignments approved by the Chief of Police.

Traffic Control Officers may also perform civilian support functions consistent with their training and qualifications.

VII. UNIFORMS AND EQUIPMENT [16.4.1] [22.2.5]

Traffic Control Officers shall wear department-approved uniforms while on duty.

Required uniform components include:

1. ANSI/ISEA-compliant high-visibility shirt, polo, vest, or outerwear clearly identifying the individual as a Montague Traffic Control Officer.
2. Department-approved dark navy or black utility-style pants or shorts.
3. Department-approved dark navy or black baseball cap that clearly states Montague Traffic Control.
4. Reflective outerwear appropriate to weather and lighting conditions.
5. Any additional safety equipment required by the Officer-in-Charge.

All uniforms shall be neat, clean, and maintained in serviceable condition.

The Chief of Police shall determine approved uniforms and equipment.

VIII. EMPLOYEE STATUS, SENORITY, AND BIDDING RIGHTS

Traffic Control Officers serve at the discretion of the Chief of Police and may be removed from service consistent with applicable law, Town policy, and any applicable employment agreements.

- a. Any TCO may be appointed and discharged by the Chief of Police as they may feel appropriate.
2. Traffic Control Officers will be offered traffic control positions only after all regularly employed sworn police officers have declined. Seniority to be offered on open unfilled positions will be based on paid hours of work in the following order: Hours will be reset twice a year with each planned shift bid (April and October).
 - a. Montague PD Full-time Patrol/Detective/Sergeant/Lieutenant Union Officers
 - b. Montague PD Full-time Administrative Officers per individual contract Deputy Chief/Chief
 - c. Montague PD Reserve Officers
 - d. Montague PD Retired Officers
 - e. Outside current or formally employed police officers
 - f. Full-time Turners Falls Firefighters
 - g. Retired/Former Turners Falls & current or formally employed Montague Center Firefighters
 - h. All other TCO's not in the categories above.

3. The Chief of Police or designee retains final authority regarding all assignments.
4. Detail assignments are administrative decisions and are not subject to grievance or appeal unless otherwise required by law or collective bargaining agreement
5. Traffic Control Officers, shall be required to join the department's detail tracking software, electronic notification services, etc., at their own expense. Full-time retired Montague Police Officers will not have to pay for the software.

IX. INSURANCE

Unless employed Full-time by the Turners Falls Fire Department, Traffic Control Officers will not be covered by MGL c. 41, s. 111F. If injured on the job through no fault of their own, traffic control officers may apply for benefits under the Town's Workers' Compensation insurance.

Montague Police Department
Traffic Control Officer Expectations/Code of Conduct

1. While they are not sworn personnel or Montague Police Officers, Traffic Control Officers still are representatives of the Montague Police Department, and shall always conduct themselves accordingly, both on duty and off.
2. The very nature of the Traffic Control Officer puts them in near constant direct contact with the public. Traffic Control Officers shall adhere to the highest standards of professionalism at all times, including meeting appropriate uniform standards at all times.
3. Traffic Control Officers will be prompt in all communication, in whatever method the department chooses to use, be it voice, text, or electronic means.
4. Traffic Control Officers are required to join the department's detail tracking software, electronic notification services, etc., at their own expense, and utilize it as directed.
5. Traffic Control Officers shall ensure that all department paperwork and documentation is filled out accurately, truthfully, and promptly. Detail slips shall be turned in on completion of the detail, on the day the detail is worked.
6. Traffic Control Officers shall be prompt and prepared (radio, cruiser, etc. as needed) to all assignments. Any job granted to a Traffic Control Officer is assigned to them, and their responsibility. Any requests to change or be removed from an assignment must be authorized by the department. Tardiness, absences, repeated requests for changes or removal, or unauthorized swaps will result in a traffic control officer no longer being considered for work.
7. Traffic Control Officers are responsible for acquiring any police equipment they will require (radio, barricades, cruiser) is pre-arranged with the department in a timely manner that does not result in delay of start, or tardiness to, the assignment. Issuance of any equipment is at the sole discretion and direction of the department.
8. Traffic Control Officers shall utilize any issued equipment responsibly and appropriately and may be held liable for any loss or damage sustained through negligence or maliciousness.
9. As employees of the police department, Traffic Control Officers are required to comply with all directives and expectations, including any lawful order given by a ranking officer, and to cooperate promptly and truthfully with any department investigation. Failure to do so will result in a traffic control officer no longer being considered for work.

**FRANKLIN COUNTY REGIONAL SPECIAL RESPONSE TEAM
("FCRSRT")**

**MEMORANDUM OF AGREEMENT
("MOA")**



AGREEMENT made this 1st day of April 2026, by and between the participating member agencies, city and town police departments of Franklin County, and the Franklin County Sheriff's Office.

WHEREAS the municipalities recognize that in certain situations the ability of police officers to exercise police powers outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary in order to preserve and protect the lives, safety, and the property of the public.

WHEREAS each municipality and agency recognizes that a joint effort to support a regional Special Response Team ("Regional SRT") will increase and improve each agency's capability to provide protection of life and property by providing greater resources and a higher quality of training to a greater number of officers than could be supported by each municipality individually; thereby preserving the general safety and welfare of this county.

NOW THEREFORE, the signatory agencies do agree as follows:

ARTICLE I DEFINITIONS

"Agency" shall mean any organization, including municipal agencies (including but not limited to police and fire departments), non-municipal agencies (included but not limited to emergency medical services and crisis and clinical services), and the Franklin County Sheriff's Office, who have individuals participating in a role on the team.

"Chief of Police" shall mean the Chief of Police of any municipality, or their designated representative.

"Funding Agency" shall mean the agency from which a member participant originates. Each participating agency with members on the team shall be responsible for personnel, training, equipment, and operations costs of its members that are not otherwise supported by outside or team funding.

"Member" or **"SRT Member"** shall mean those individuals serving on the team who are not sworn police officers or deputy sheriffs' or otherwise do not possess police powers, including (but not limited to) firefighters, emergency medical personnel, and crisis / mental health professionals.

"Municipality" means each Massachusetts city or town which is a party to this agreement.

"Mutual Aid" means the provision of police officers and/or equipment of one agency / municipality to another agency/municipality, pursuant to this agreement, for SRT service.

"Operator" or **"SRT Operator"** shall mean those duly sworn and POST certified police officers and deputy sheriffs, with duly authorized police powers, sent by a sending department, approved by the SRT Oversight Committee, and assigned to the Regional SRT by the Commander.

“Operators” shall be the only team members authorized to possess or utilize weapons of any kind when participating in any instance of SRT training, duties, activations, or activities.

“**Oversight Committee**” shall mean the board that maintains overall responsibility, authority, and oversight of the team.

“**Receiver**” or “**Receiving Department**” shall mean the municipality and its police department receiving SRT assistance in accordance with the terms and conditions of this agreement. “**Regional SRT**” shall mean the Franklin County Regional Special Response Team, a regional law enforcement organization established pursuant to this agreement among the participating agencies.

“**Sender**” or “**Sending Department**” shall mean the originating agency of an individual participating in the Regional SRT.

“**Sheriff**” shall mean the duly elected Sheriff of Franklin County.

“**SRT**” shall mean a “Special Response Team” specially trained to provide police action in the case of hostage or barricade, natural disasters, search and rescue operations, riot, mob action, civil disturbances or demonstrations, urban insurgency, enemy action, unusual occurrences, or any other situation threatening the peace and tranquility, or exceeding the resource capacity of the requesting department's jurisdiction.

“**SRT assistance**” or “**SRT aid**” shall mean the services provided to a receiver in accordance with the terms and conditions of this Agreement.

“**SRT Commander**” shall mean, but shall not be limited to the following roles and responsibilities:

- 1) The Regional SRT Commander shall be the operational commander of the team and shall be appointed by the oversight committee.
- 2) The SRT Commander shall remain in said role until replaced or removed by the Oversight Committee.
- 3) The SRT Commander shall be the liaison between the team and the oversight committee, and shall be responsible for bringing forth to the committee:
 - a) Newly proposed team members
 - b) Training content for approval of oversight committee
 - c) Proposed policy, procedure, equipment, or operational changes
 - d) Quarterly Reports
- 4) The SRT Commander shall be responsible for the routine operations of the team, including:
 - a) Supervision of SRT members
 - b) Training planning, vetting, and development
 - c) Review of all operational and training records and operational plans

- 5) The SRT Commander shall be responsible for selection and supervision of team leaders and the delegation of tasks to those leaders, including but not limited to:
 - a) Specific or operational command,
 - b) Direction of training exercises,
 - c) Inspections,
 - d) Other tasks as deemed appropriate by the SRT Commander shall mean the individual designated by the regional SRT oversight committee, who shall be understood to have sole operational control of the Regional SRT, and who reports directly to the committee and serves as the liaison between the committee and the team.

"**SRT equipment**" shall mean, but shall not be limited to, all uniforms, weapons, ammunition, and gear necessary to provide SRT assistance.

"**Team Leader**" shall mean, but shall be not limited to the following roles and responsibilities:

- 1) Managing Operations:
 - a. Oversee operational planning
 - b. Oversee equipment
 - c. Oversee munitions and inventory
- 2) Manage and Oversee bi-monthly training(s):
 - a. Conduct training
 - b. Run ranges
 - c. Complete logs
 - d. Oversee bi-annual firearms qualifications
- 3) Assist the Team Commander with team development:
 - a. Provide the team commander with written requests for equipment and team development.
- 4) Oversee new Operator(s) Selection process
 - a. Conduct Physical Fitness Test
 - b. Conduct Stress Shoot
 - c. Assist team commander with oral interview board
- 5) Regularly meet with the team commander to provide updates, changes, and / or issues with members of the team.

ARTICLE II APPLICATION

The provisions of this Agreement apply and may be invoked by any municipality or public safety entity duly authorized to make such a request in response to any situation when the emergency response resources of a Municipality requesting assistance are not sufficient to meet the needs of a particular situation. When any other mutual aid agreements exist, this Agreement is intended as a supplement to said Mutual Aid Agreement, and not as a substitution.

ARTICLE III
REGIONAL SRT OVERSIGHT COMMITTEE

- 1) The Regional SRT Oversight Committee shall be the governing body of the Franklin County Regional SRT. The composition of the committee shall be as follows:
 - a) Voting members - shall consist of the Chief of Police/Sheriff (or their designee) of each participating law enforcement agency.
 - b) Non-voting members - shall consist of representatives from any agency or entity with a participating team member (i.e. EMS, Fire, Clinical) not possessing police powers.
- 2) The committee shall select from its members, individuals for the following roles:
 - a) Chair – The committee member who presides over all meetings and ensures timeliness and order.
 - b) Vice Chair – Serves as the backup for the Chair or Secretary in their absence.
 - c) Secretary – Maintains meeting minutes and ensures all policies, procedures, etc. are maintained and current.
- 3) Only voting members shall be eligible for the positions of Chair or Vice Chair.
- 4) The Secretary, and other roles as deemed necessary by the committee, may be filled by nonvoting members of the committee, and shall be appointed by the sitting Chair.
- 5) Elections of Chair and Vice Chair shall be held bi-annually, with each voting member of the committee casting one vote for each position. A simple majority shall determine the victor.
- 6) No position within the committee shall be subject to any term limitations.
- 7) The committee shall meet quarterly.
- 8) A quorum shall consist of at least $\frac{3}{4}$ of the voting members being present for the committee to conduct its business. In the absence of a quorum at a duly called meeting, a lesser number of present members may adjourn the meeting.
- 9) All changes to SRT membership, policies, procedures, operations, training, equipment, finances, or procurement shall be subject to consensus being reached by the voting membership of the Oversight Committee.
- 10) Should matters arise that require the committee's attention or approval in a more immediate manner, the SRT Commander will notify the chair of the committee in writing for approval.

- 11) When consensus within the voting membership cannot be reached on a given issue, the voting membership shall hold a vote, with a simple majority required to carry the matter in question.
- 12) The committee shall perform a comprehensive review of this agreement annually.

ARTICLE IV REMOVAL OF AN AGENCY

Should such circumstances arise that an agency must be unwillingly separated or suspended from the team, such action shall only be taken when a unanimous vote of all voting members (excluding the agency in question, if a voting member) affirms said separation or suspension.

ARTICLE V METHOD OF REQUESTING ASSISTANCE

The Chief of Police or designee of any Municipality shall determine when SRT assistance is required, and s/he shall notify the Regional SRT Commander as to:

- a) The specific reason(s) for the request; and
- b) The function(s) which the Regional SRT is expected to perform; and
- c) The estimated duration of the request.

At any time after an initial request for SRT assistance is made, the Chief of Police (or designee) of the receiving department may modify or cancel their request, in which case they shall immediately notify the Regional SRT Commander of the modification.

ARTICLE VI SCOPE OF RESPONSE

The Regional SRT Commander shall determine whether (and to what extent) a request for SRT assistance will be fulfilled. In the event that the Commander determines that no assistance is to be provided, or that offered assistance would differ from that requested by the requestor of the Receiving Department, the Commander shall immediately notify the requestor of the Receiving Department of this determination.

The provisions of this Agreement shall not be construed or interpreted as imposing an obligation on the Regional SRT Commander or the Regional SRT to respond to a request for SRT assistance.

ARTICLE VII COMMAND AND CONTROL

The intent of this article is to set forth a practical command structure for the deployment of the Regional SRT in accordance with commonly accepted police policy and practice. Nothing in this article is intended to prevent or in any way impede the Chief of Police of any municipality and / or Sheriff or the supervising individual from having command and control over his or her own

team members when acting outside of their Regional SRT role. It is, however, understood that when members are activated and acting under the auspices of the Regional SRT team, operational control of said individual members shall remain under the authority of the Regional SRT Commander.

While providing assistance to the receiving department, the Regional SRT is not under the general command or control of the Chief of Police or designee of the receiving department.

The SRT Commander shall work in cooperation with the Chief of Police or designee of the Receiving Department to meet his or her specific needs, but general operational control resides with the SRT Commander.

Individual SRT officers shall be under the operational command and control of the Regional SRT Commander. The Regional SRT Commander may recall or redirect SRT Officers and equipment at his or her sole and unfettered discretion. The Commander will be responsible for notifying the Chief of Police or designee of the receiving department of such recall or redirection.

It shall be the duty of the sending department's Chief of Police or Sheriff to direct all SRT Officers to place themselves under the operational control of the SRT Commander.

For the purposes of this Agreement, authority to command SRT Officers shall be deemed to have been delegated to the Regional SRT Commander by the sending department's Chief of Police or Sheriff. Police officers assigned to the Regional SRT from sending departments shall maintain their positions as local police officers in their respective Municipalities.

ARTICLE VIII SELECTION, TRAINING, AND ASSIGNMENT OF SRT OFFICERS

The Regional SRT Commander is responsible for the selection of qualified participants to the Regional SRT (pending final approval by the Oversight Committee).

All potential team members must:

- Submit a letter of interest and resume
- Submit a letter of approval from their respective Chief/Sheriff and/or designee
- Participate in an oral board/interview
- Read, understand, accept, and sign all requisite policies and procedures
- Possess / acquire all necessary equipment (subject to approval by SRT Commander)

In addition to the above requirements, additional requirements, certifications, assessments, and training are required of the candidate, based on the role they seek to fill. While all the above requirements are the base team standards and must be met by all team members, the following shall outline the additional role specific requirements specific to the respective role.

Operators must, in addition to the base team requirements:

- Be a sworn police officer or deputy sheriff
- Have and maintain Massachusetts POST certification

- Pass the physical standards and training test
- Pass the requisite firearms qualification/skills
- Attend a SWAT 1 (or approved equivalent) class

Tactical medics must, in addition to the base team requirements:

- Pass the physical standards and training test
- Attend TEMS (or approved equivalent) class

Crisis negotiators must, in addition to the base team requirements:

- Attend the standard FBI 40-hour crisis negotiator class

Drone Operator must, in addition to the base team requirements:

- Attend training and maintain certifications for required FAA 107 licensing requirements.

Sniper/Observer must, in addition to the base team requirements:

- Attend and successfully complete all requisite sniper school training and maintain on-going mandatory qualification requirements.

ARTICLE IX REMOVAL OF SRT OFFICERS

Participation in the Regional SRT is in the sole discretion of the Regional SRT Commander and the Chief of Police and/or Sheriff of the Sending Department, and as such, there is no employment right, either by statute or common law, to participation in the Regional SRT. The Commander shall have the unrestricted right to remove or suspend, for cause or without cause, any SRT Officer from the Regional SRT (contingent upon approval from the Oversight Committee). The Chief of Police and/or Sheriff of the respective sending department maintains unrestricted right to remove or suspend, for cause or without cause, their respective SRT Officer from the Regional SRT.

ARTICLE X EQUIPMENT

Officers participating in the Regional SRT will be required to have certain equipment for the utilization of the Regional SRT. All SRT equipment shall be selected by the Regional SRT Commander in his sole and unfettered discretion.

It shall generally be the responsibility of the sending department to provide all equipment to SRT officers; however, the sending department may elect to have the Commander provide same through the team. In such instances, payment by the sending department for equipment provided to SRT Officers by the Commander through the team shall be in accordance with Article VIII, Section 1, hereunder.

The sending department shall be responsible for all loss, theft, damage, or other casualty to equipment provided to its SRT Officers.

ARTICLE XI COSTS

Each sending agency shall be responsible for the following costs:

- 1) Equipment required by their respective operator/member;
- 2) When mutually agreed upon in advance, full and prompt reimbursement to the Regional SRT, through the Oversight Committee, for equipment provided to SRT Members by the Commander in accordance with Article XI herein above;
- 3) When mutually agreed upon in advance, full and prompt reimbursement to the Regional SRT, through the Oversight Committee for training provided to SRT members;
- 4) Replacement or repair of all equipment due to loss, theft, damage, or other casualty; and;
- 5) All compensation and other benefits ordinarily enjoyed by Regional SRT operators and members in their own jurisdiction, including, but not limited to, overtime, insurance, retirement benefits, sick leave, while they are performing services as part of the Regional SRT.

ARTICLE XI POWERS / DUTIES OF SRT MEMBERS

SRT Operators, while acting pursuant to this agreement and beyond the territorial jurisdiction of their sending department, shall have police powers (including the power of arrest) to the extent authorized by Massachusetts General Laws. SRT Members shall, at all times when activated:

1. Be under the command of the SRT Commander, and,
2. Comply with all SRT guidelines, regulations, policies and procedures, and,
3. Comply with all local, state, and federal laws and regulations.

Under no circumstance shall a SRT member engage in any activity or investigation under color of the Regional SRT on their own initiative or represent the Regional SRT in any capacity without the express written approval of the Regional SRT Commander. Any SRT member who acts without such prior approval shall be removed from the Regional SRT, and be subject to appropriate disciplinary action by their sending agency.

ARTICLE XIII SRT GUIDELINES AND QUARTERLY REPORT

During the period of this agreement, the Regional SRT Commander may, subject to approval by the SRT Oversight Committee, establish SRT guidelines, regulations, policies and/or procedures to be followed in requesting or rendering SRT aid. Such guidelines, regulations, policies, and procedures will be of an operational nature, and will in no way alter or amend the terms of this agreement.

Quarterly, following the execution of this agreement, so long as this agreement remains in effect, the commander shall prepare and submit to the SRT oversight committee a quarterly report, which shall review and evaluate the operations of the Regional SRT, to include:

1. Briefings of SRT activities in the preceding quarter;
2. Equipment needs;
3. Training needs;
4. Proposed or recommended changes to any policies, procedures, or operations plans;
5. Any other areas of note or concern, as determined by the Commander.

Subject to oversight committee approval, the Commander may establish team leaders to assist the Commander with their responsibilities under this Article. The composition, administration, and specific duties of team leaders shall be determined by the Commander.

ARTICLE XIV IMMUNITY AND LIABILITY

All immunities enjoyed by the sending department within their respective boundaries shall extend to its participation in rendering SRT services under this agreement outside its respective boundaries.

All immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the various municipalities have in their own jurisdiction shall be effective in the jurisdiction in which they are giving assistance, unless otherwise prohibited.

For the purpose of this agreement, SRT Members shall not be employees of the receiver, and while traveling to or returning from, and while rendering aid under this agreement, said members shall be considered to be on active duty for the sending department.

SRT members injured or killed while responding to or returning home from a request for SRT assistance pursuant to this agreement shall be deemed on active duty for their sending agency for all purposes. It is the intention of the agencies that each sending agency shall be responsible for the compensation of its respective members who are performing their duty as SRT Members under this agreement beyond their territorial jurisdiction and who are killed or injured without fault of their own.

ARTICLE XV CERTIFICATION

Each agency providing SRT Operators certifies that:

- a) That it is duly authorized to execute this agreement, and

- b) That the police officers / deputy sheriffs it employs are POST certified and authorized to exercise police powers.

ARTICLE XVI MISCELLANEOUS PROVISIONS

This agreement shall remain in full force and effect until terminated by the SRT oversight committee or by all the parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by any one agency shall be made by thirty (30) days written notice to all parties but shall not terminate this agreement among remaining parties.

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

The Municipalities/Agencies recognize that this agreement shall be subject to amendments to Federal, State, and local laws, regulations, and ordinances. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or both of the parties to be in violation of that law, shall be deemed to have superseded the terms of this Agreement. Notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

The Municipalities/Agencies agree that they shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

Changes to any of the provisions specified in this agreement may only be made through unanimous agreement of the Oversight Committee members. All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement of all parties. Forbearance or indulgence in any form or manner by a municipality / agency shall not be a waiver, nor in any manner limit the legal or equitable remedies available to that Municipality/Agency. No waiver by a municipality / agency of any default or breach shall constitute a waiver of any subsequent default or breach.

Any agency that is not originally a party to this agreement may become a party by sending to the Regional SRT Oversight Committee Chair a written request to join the Regional SRT, which sets forth the agency's request to become a party and its acceptance of all the terms and conditions of the Agreement. Upon unanimous agreement by all current Oversight Committee members, such a request to join shall be executed by the appropriate authorized municipal official(s), as well as the municipality's Chief of Police.

This Agreement represents the entire understanding of the Municipalities/Agencies with respect to the subject matter addressed herein and superseded and cancels all previous agreements between the parties.

Community Development Discretionary Account

Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Request Date: 7/13/2026

Authorization to transfer \$ 6,000

From: CD Discretionary Unallocated (225-5-184-5200)

To: CD Discretionary Shea Theater (223-184-5240-223006)

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$54,534.02

Balances post transfer

CD Discretionary Unallocated: \$ 48,534.02

Community Development Discretionary Account

Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Request Date: 7/13/2026

Authorization to transfer \$ 7,000

From: CD Discretionary Unallocated (225-5-184-5200)

To: CD Discretionary (223-184-5285-223006)

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$61,534.02

Balances post transfer

CD Discretionary Unallocated: \$54,534.02

Avenue A Streetscape Planter Maintenance AGREEMENT FOR SERVICES

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Abound Design Incorporated, with an address of 1029 Shelburne Falls Rd, Conway, MA 01341, hereinafter referred to as "Contractor", effective as of the 13th day of July 2026. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the Montague Avenue A Streetscape Planner Maintenance, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 1, 2026 through November 15, 2027. By mutual agreement of the Town and the Contractor this contract may be extended for up to two (2) additional one (1) year periods, in accordance with the terms and conditions described in Attachment A.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$7,000.00 for the initial one-year term of the contract. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.

Town of Montague

2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

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

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

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town. These certificates will be updated and submitted annually.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

_____ Richard Kuklewicz, Chair

_____ Marina Goldman, Vice Chair

Printed Name and Title

_____ Nate Card, Clerk

Approved as to Availability of Funds:

_____ (\$7,000.00)
Town Accountant Contract Sum

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

_____ Richard Kuklewicz, Chair

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Printed Name and Title

_____ Nate Card, Clerk

Approved as to Availability of Funds:

Town Accountant

(\$7,000.00)
Contract Sum

Request for Quotes
Town of Montague
Avenue A Streetscape Planter Maintenance Services

Issued June 17, 2026



No. RFQ-FY26-08

Quotes DUE:

July 1, 2026

Late Quotes Will Be Rejected

SEND COMPLETED SUBMISSIONS TO:

Town of Montague

Attn: Fern Smith

1 Avenue A

Turners Falls, MA 01376

ferns@montague-ma.gov

OVERVIEW

The Town of Montague is seeking quotes from qualified landscape maintenance contractors to provide seasonal horticultural maintenance services for thirty-one (31) streetscape planters located on Avenue A in downtown Turners Falls. The intent of this contract is to maintain attractive, healthy, and visually appealing public plantings that enhance the downtown environment.

The selected contractor shall furnish all labor, supervision, tools, equipment, and materials necessary to perform the services identified in this Scope of Work unless otherwise specified herein.

CONTRACT TERM

The anticipated contract term shall extend from approximately July 1 through November 15, 2026, with the option for annual renewal upon mutual agreement and appropriation of funds, for a total of no more than three (3) years. Subsequent terms after the initial year shall extend from approximately May 1 through November 15.

CONTRACT AMOUNT

Project Scope:

The total contract amount for services described in this Scope of Work shall not exceed Seven Thousand Dollars (\$7,000.00) for the initial contract term. It shall not exceed Ten Thousand Dollars (\$10,000.00) for any subsequent contract term.

Respondents shall submit a detailed fee proposal identifying:

- Seasonal maintenance costs;
- Plant material costs;
- Costs associated with the annual planter enhancement program; and
- Any optional or supplemental services.

The Town reserves the right to negotiate final scope and pricing with the selected proposer and to reduce or expand services based on available funding and operational needs.

SCOPE OF SERVICES

A) Services Provided by the Montague Department of Public Works (DPW)

The Town's DPW shall be responsible for the following:

- 1) Spring preparation of all planters, including:
 - Removal of winter debris and dead plant material;
 - Soil preparation and amendment;
 - Mulch installation; and

- Inspection and repair coordination for planter infrastructure.
- 2) Watering of all planters throughout the growing season.
- 3) Removal and disposal of bagged debris and litter generated by the contractor.
- 4) Pruning, maintenance, and replacement of public shade trees in the planters

The contractor shall coordinate all work activities directly with the DPW Superintendent or their designee.

B) Contractor Responsibilities

The contractor shall provide routine horticultural maintenance services for all thirty-one (31) downtown streetscape planters.

1) Seasonal Plant Installation

The contractor shall:

- Furnish and install seasonal annual flowers and supplemental plantings with a strong preference for native perennial species where feasible, as determined in consultation with the Town and approved by the DPW Superintendent;
- Coordinate plant selection, color palette, and planting layouts with the DPW Superintendent;
- Obtain prior approval from the DPW Superintendent for all plant species, cultivars, and planting arrangements prior to installation;
- Replace dead or failing plant material as necessary to maintain overall planter appearance.

2) Routine Maintenance

The contractor shall maintain all planters on a regular basis sufficient to ensure healthy and attractive conditions throughout the growing season.

Routine maintenance shall include:

a) Weeding

- Remove weeds during each service visit.

b) Deadheading and Pruning

- Remove spent blooms and prune plant material as needed to maintain appearance and promote continued flowering.

c) Fertilization

- Apply fertilizer and soil supplements as necessary for plant health.

d) Pest and Disease Monitoring

- Monitor planters for insects, disease, or other horticultural issues.
- Promptly notify the DPW Superintendent of significant issues requiring attention.

e) Litter Collection

- Remove litter and debris from planters during each visit and place material in bags for DPW pickup and disposal.
- f) Plant Replacement
 - Replace dead, diseased, or severely damaged plants as needed to maintain consistent appearance standards.
- C) Annual Planter Enhancement Program

In addition to routine maintenance services, the contractor shall provide an annual enhancement program for up to two (2) streetscape planters per contract year. Enhancement work may include:

 - Redesign of planter layouts;
 - Introduction of new plant varieties or seasonal themes;
 - Replacement of underperforming or overgrown plant material; and
 - Soil improvement and planting modifications intended to improve long-term appearance and sustainability.

The specific planters selected for enhancement each year shall be determined collaboratively between the contractor and the DPW Superintendent. Contractors are encouraged to propose creative and visually impactful planting concepts appropriate for a downtown streetscape environment.

- D) Community and Business Partnerships

The Town encourages the selected contractor to collaborate with local businesses, property owners, civic organizations, and community stakeholders to enhance the downtown planter program. Such collaboration may include:

 - Sponsorships;
 - Donations of plant materials or supplies;
 - In-kind services;
 - Supplemental seasonal decorations; or
 - Coordinated beautification initiatives.

Any supplemental improvements or enhancements provided through private support shall be coordinated with and approved by the DPW Superintendent to ensure consistency with Town standards and aesthetics.

Participation in partnership efforts is encouraged but shall not be required as part of the base contract scope.

- E) Limited Recognition Signage

To support the long-term sustainability and affordability of the downtown planter program, the Town may permit the contractor to install limited recognition signage within select streetscape planters. Subject to approval by the DPW Superintendent, the contractor may install up to eight (8) signs identifying the contractor and/or supporting sponsors associated with planter maintenance activities. The following conditions shall apply:

- Signs shall not exceed ten inches by ten inches (10" x 10") in size.
- Sign design, materials, colors, wording, and placement shall be subject to prior approval by the Town.
- Signage shall be professional, aesthetically compatible with the downtown streetscape, and maintained in good condition throughout the contract term.
- Signs may include wording such as "Maintained By," "Supported By," or similar recognition language approved by the Town.
- Excessive commercial advertising, illuminated signage, political messaging, or content deemed inappropriate by the Town shall be prohibited.
- The Town reserves the right to require removal or modification of any sign that does not meet Town standards or becomes damaged, unsightly, or inconsistent with the public character of the downtown area.

The contractor may coordinate sponsorships, donations, or in-kind support from private businesses to supplement planter enhancement efforts, provided all arrangements are disclosed to and approved by the DPW Superintendent.

F) Fall Cleanup

At the conclusion of the growing season, the contractor shall:

- Remove annual plantings;
- Cut back seasonal vegetation as appropriate;
- Bag all debris for DPW removal; and
- Leave planters in a neat and orderly winter condition.

SERVICE FREQUENCY

The contractor shall service all planters a minimum of one (1) time per week during the growing season, with additional visits as necessary to maintain acceptable appearance and plant health standards.

The Town reserves the right to request supplemental maintenance visits if conditions warrant.

COORDINATION REQUIREMENTS

1. The contractor shall coordinate scheduling and operational issues directly with the DPW Superintendent or designated representative.
2. The contractor shall maintain reliable communication and promptly respond to Town requests or identified maintenance concerns.
3. The Town may conduct periodic inspections to evaluate contractor performance and compliance with contract requirements.

PERFORMANCE STANDARDS

All work shall be performed in accordance with accepted horticultural and landscape maintenance practices.

Planters shall be maintained:

- Free of weeds and excessive debris;
- Properly groomed and pruned;
- Healthy and visually attractive; and
- In a condition suitable for a prominent downtown streetscape environment.

Failure to maintain acceptable standards may result in corrective action requests, withholding of payment, or contract termination.

CONTRACTOR REQUIREMENTS

The contractor shall:

- Provide all necessary labor, supervision, hand tools, fertilizers, and plant materials unless otherwise specified;
- Maintain all required licenses and certifications;
- Comply with all applicable OSHA and workplace safety regulations;
- Protect pedestrians and adjacent public infrastructure during operations; and
- Maintain insurance coverage as required by the Town.

PROPOSAL REQUIREMENTS

Proposals shall include:

1. Company qualifications and relevant experience with municipal or commercial planter maintenance;
2. References from similar projects;
3. Proposed maintenance approach and schedule;
4. Staffing plan and equipment list;
5. Description of any experience with public-private beautification partnerships, sponsorship programs, or community-supported landscape initiatives;
6. Detailed cost proposal, including:
 - Seasonal maintenance pricing;
 - Plant material pricing;
 - Pricing for annual planter enhancement work;
 - Pricing for optional or supplemental services; and
7. Proof of insurance.

INSURANCE REQUIREMENTS

The selected contractor shall provide certificates of insurance meeting Town requirements, including:

- General Liability Insurance;
- Workers' Compensation Insurance; and
- Automobile Liability Insurance.

The Town of Montague shall be named as an additional insured where applicable.

OPTIONAL ADD ALTERNATES

The Town may request separate pricing for:

- Additional downtown planter locations;
- Perennial enhancement plantings; and
- Emergency or special event planter services.

QUOTE SUBMISSION INSTRUCTIONS

Quotes shall be submitted via email labelled:

“Avenue A Streetscape Planter Maintenance Services Proposal”

Proposals shall be submitted to:

Town of Montague

Selectboard Office

Fern Smith, Executive Assistant

ferns@montague-ma.gov

Proposals must be received no later than:

July 1, 2026 at 1:00 PM

Late submissions will be rejected.

Questions regarding this Request for Quotes shall be directed to:

Chris Nolan-Zeller Assistant Town Administrator

chrisn@montague-ma.gov

(413) 863-3200 x109

The Town reserves the right to reject any or all quotes, waive informalities, and award the contract in the best interest of the Town.

**Attachment A
Proposal Submission Form**

Avenue A Streetscape Planter Maintenance Services

1. Bidder Information

Business Name: _____

Contact Person: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Website (if applicable): _____

Federal Tax ID Number: _____

Years in Business: _____

2. Company Qualifications

Provide a brief description of your company and relevant experience performing similar municipal, commercial, or downtown landscape maintenance services.

3. References

Provide at least three (3) references for similar projects completed within the last five years.

Reference 1

Organization: _____

Contact Person: _____

Phone/Email: _____

Description of Services: _____

Reference 2

Organization: _____

Contact Person: _____

Phone/Email: _____

Description of Services: _____

4. Maintenance Approach

Describe your proposed maintenance schedule, staffing approach, and methods for maintaining healthy and visually attractive streetscape planters.

5. Annual Planter Enhancement Program

Describe your approach to the annual enhancement of up to two (2) planters, including any proposed themes, design concepts, or sustainability strategies.

6. Community Partnerships and Sponsorships

Describe any experience with sponsorships, beautification partnerships, community-supported landscape programs, or proposed collaboration with local businesses.

7. Recognition Signage (Optional)

If proposing use of the limited recognition signage provision, provide a brief description of the proposed signage approach and sponsorship strategy.

8. Cost Proposal

Base Seasonal Maintenance Services

\$ _____

Seasonal Plant Material Costs

\$ _____

Annual Planter Enhancement Program

\$ _____

Optional or Supplemental Services

\$ _____

Total Proposed Contract Amount

\$ _____

9. Certifications

The undersigned certifies that:

- The information contained in this proposal is accurate and complete;
- The proposer has reviewed the Scope of Services and related requirements; and
- The proposer is authorized to submit this proposal on behalf of the business identified herein.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B
Proposal Submission Checklist

Please include the following items with your proposal submission:

- Completed Proposal Submission Form
- Company Qualifications
- Two (2) References
- Proposed Maintenance Approach and Schedule
- Staffing/volunteer Plan
- Cost Proposal
- Description of Community Partnership Experience (if applicable)
- Proof of Insurance
- Any Supplemental Information or Proposed Enhancements

Incomplete proposals may be considered non-responsive.

July 7, 2026

Walter Ramsay, AICP, Town Planner
Town of Montague
One Avenue A
Turners Falls, MA 01376

RE: Bid Analysis – MONTAGUE CENTER COMPLETE STREETS IMPROVEMENTS

Dear Mr. Ramsey,

On Monday, June 22, 2026, at 1:00 PM, the Town of Montague conducted the bid opening for the Montague Complete Streets Improvements. A total of four (4) bids were received, with total bid prices ranging from \$492,986 to \$575,066.

The apparent low bidder is Taylor Davis Landscape Co, with a total bid of \$492,986. The engineer's opinion of probable construction cost (OPCC) for the project was \$514,560, excluding contingencies.

We did identify minor discrepancies in the itemized unit prices submitted by Taylor Davis Landscape Co., the apparent low bidder. However, that did not change the overall total. These discrepancies do not impact the bid rankings.

As part of our review, we also contacted several references provided by Taylor Davis Landscape Co. The feedback received was found to be positive, therefore we recommend that Taylor Davis Landscape Co. be awarded the contract.

Please feel free to contact me if you have any questions or need further information.

Sincerely yours,



Paul Furgal, P.E., PTOE
New England Deputy Regional Manager

SAMPLE CONTRACT
AGREEMENT FOR CONSTRUCTION
PROJECT UNDER C. 30 § 39M

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Taylor Davis Landscape Co., with an address of 577 West Street, Amherst, MA 01002, hereinafter referred to as "Contractor", effective as of the 13th day of July, 2026. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the **Montague Center Complete Streets 2026 project**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 13, 2026 through March 31, 2027.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$492,986. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

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

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

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

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

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
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The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

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

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Richard Kuklewicz, Chair

Printed Name and Title

Marina Goldman, Vice Chair

Nate Card, Clerk

Approved as to Availability of Funds:

_____ (\$ 492,986)
Town Accountant Contract Sum



COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#), or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name Town of Montague		Department Massachusetts Board of Library Commissioners	Mosaic Department Code BLC
Legal Address As entered on Form W-9 or Form W-4 1 Avenue A Turner Falls, MA 013761128		Contract Manager Name Heather Backman	
Contract Manager Name Caitlin Kelley		Business Mailing Address 90 Canal Street, Suite 500, Boston, MA 02114	
Phone 413-863-3214 x6	Fax	Phone 617-725-1860 x 245	Fax 617-725-0140
Email librarydirector@montague-ma.gov		Email heather.backman@mass.gov	
Vendor Code VC 6000191893		Mosaic Transaction ID(s) 27TownofMontagueCons	
Vendor Code Address ID e.g. "AD001". AD 001		RFR/Procurement or Other ID Number 605 CMR 6.00//9092	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			

<input checked="" type="radio"/> NEW CONTRACT		<input type="radio"/> CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Current Contract End Date <i>PRIOR to Amendment</i>	Amendment Amount Or Enter "No Change"
		Amendment Type Check one option only. Attach details of amendment changes. <input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:

[Commonwealth Terms and Conditions](#)

 [Commonwealth Terms and Conditions for Human and Social Services](#)

 [Commonwealth IT Terms and Conditions](#)

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).

Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): **\$10,957,709**

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

- Payment issued within: **10 days** % PPD.
- 15 days** % PPD.
- 20 days** % PPD.
- 30 days** % PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal
 Ready Payments ([M.G.L. c. 29, § 23A](#))
 Agree to standard 45-day cycle
 Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.

The Town of Montague has been awarded MPLCP grant funding for a project to construct a new, 20,779 square foot Main Library at 38 Avenue A in Turners Falls. This new facility will be fully accessible, with adequate space for collections, comfortable seating, and spaces for meetings and group work, as well as ample and convenient parking. The library will offer a separate teen room, a sizeable children’s room with its own program space, quiet study rooms, a local history room, gender-neutral restrooms, and appropriate spaces for staff to conduct the work essential to operating an active and vibrant library. A large and fully-accessible multipurpose room will be available for library and community events, including use after library hours. The building will incorporate multiple spaces for art, reflecting Montague’s thriving arts community. In accordance with residents’ wishes, the facade has been designed to pay homage to the architectural features of Turners Falls’ historic downtown.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

YES If YES, the Contractor’s annual SDP commitment for this Contract is

NO If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- 2. may be incurred as of _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
- 3. were incurred as of _____, 20____, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of June 30 _____, 20 31 _____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor’s Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR

Signature and date must be captured at time of signature.

Signature	Date
-----------	------

Print Name	Print Title
Walter Ramsey	Montague Town Administrator

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
-----------	------

Print Name	Print Title

Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

LIBRARY LEGAL NAME: _____ LIBRARY NAME: _____

(Must match Form W-9 tax classification)

VENDOR CODE: VC6000191893 _____

(all vendor references - in this document - refer to the entity listed as the "Legal Name")

INSTRUCTIONS: All vendors must provide a listing of individuals who are authorized as legal representatives who can sign contracts and other legally binding documents related to the contract on the vendor's behalf.

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

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the vendor (and others) challenging the existence of a valid Contract due to alleged lack of actual authority to execute the document by the signatory.

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

Authorized Signatory Name	Signature (As it will appear on contract or other documents)	Title	Phone Number	Email Address
		Montague Town Administrator	Walter Ramsey	WalterR@montague-ma.gov

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

I certify that the above Authorized Signatories are the:

Mayor, Town/City Administrator, Town/City Manager, Town/City Finance Director, or Town/City Attorney.

AND/OR:

the Library Director who is **confirmed by the City/Town** that they are an **authorized officer** for said City/Town.

I also **certify** that the names of the individuals identified on this listing are current as of the date of execution below. The individuals listed are authorized to sign contracts and other legally binding documents related to contracts with the Massachusetts Board of Library Commissioners (MBLC) on behalf of the City/Town. I understand and agree that the City/Town has a duty to ensure that this listing is immediately updated and communicated to the MBLC whenever the listed authorized signatories are no longer authorized to sign contracts with the MBLC or when new signatories are designated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Email: _____

Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

mass.gov/mblc

Massachusetts Public Library Construction Program Construction Phase Assurances Agreement

The municipality agrees in writing to the following assurances 1 through 41, taken from the regulations for Program 605 CMR 6.05 (2) (d), and also based on full municipal enforcement and compliance with federal, state and local laws, rules and regulations.

1. that new, remodeled or renovated library buildings will be planned for a minimum operational life of 30 years;
2. that the project will be completed as described during the planning and design phase and approved by the Board. Any changes to the project's scope prior written approval from the Board.
3. that the completed facility will continue to be used as a free public library for at least 30 years from the date of issuance of the final Certificate of Occupancy. Prior approval from the Board must be obtained if there is any change in proportional use, or if the building is sold or reused for a non-public library function. In the event that the building is not kept in continuous use as a free public library for 30 years, the city or town must return the amount of the grant award plus interest to the Board within 60 days of the date the library building falls out of compliance with 605 CMR 6.05;
4. that the Grantee will continue the library's participation and qualification in programs established by or the successors to M.G.L. c. 78, § 19A and 19B (State Aid to Public Libraries). Should the Grantee fail to be certified by the Board to receive State Aid during the period from acceptance into the MPLCP grant program, until project completion and final payment, this will be considered a breach of the contract;
5. that when construction is complete, the Grantee will make all full and good faith efforts to ensure that sufficient funds will be available for the effective operation and maintenance of the facility, in accordance with applicable federal, state and local requirements and standards;
6. that a sign will be displayed on the construction site stating that the project was funded or funded in part "by the Massachusetts Public Library Construction Program administered by the Massachusetts Board of Library Commissioners" and displaying the MBLC logo, that a plaque will be placed in the completed building stating that the 13 project was funded or funded in part "by the Massachusetts Public Library Construction Program administered by the Massachusetts Board of Library Commissioners", and that MBLC funding will be acknowledged in all project publicity and events;
7. that the Grantee and contractors will not knowingly employ, compensate, or arrange to compensate any employee of the Board during the term of the project, unless such arrangement is permitted under the provisions of M.G.L. c. 268A;

8. that the Board will have the authority to review and approve plans, specifications, bid documents, contract awards, payments and all documents of obligation or expenditure for the project, and that the Grantee will submit documents for review and approval by the Board at every iteration from MPLCP Level of Design to 100% Schematic Design, 50% Design Development, 75% Design Development, 90% Design Development, 100% Design Development, 50% Construction Documents, 90% Construction Documents, 100% Construction Documents, and Bid Package levels;
9. that if required, precontract and preconstruction conferences will be held with representative(s) from the Board;
10. that the owner's project manager, architect and other contractors of an approved public library project will be selected using the procedures as outlined by the Designer Selection Board under the provisions of M.G.L. c. 7C, §§ 44 through 58;
11. that all design, construction, construction contracts, and subcontracts will be in conformity with all applicable provisions of state and local law, rules and regulations including, but not limited to, M.G.L. c. 143 and 780 CMR: State Board of Building Regulations and Standards. All construction contracts must be bid under M.G.L. c. 149, § 44A or M.G.L. c. 30, § 39M;
12. that the Grantee will be in compliance with the Affirmative Marketing Program (AMP), as established in M.G.L. c. 7C § 6, which encourages minority business enterprise and women-owned business enterprise participation in state assisted building projects. Applicant shall ensure proper AMP reporting to the Supplier Diversity Office, pursuant to M.G.L. c. 7 § 61. Applicant will also be in compliance with M.G.L. c. 151B.
13. that the Grantee will require that all construction contracts will include the Workforce Participation Goals' percentages in use at the time of bidding as well as the processes it will use to monitor and ensure compliance with those goals. At the time of adoption of 605 CMR 6.00, the Workforce Participation Goals' percentages are 15.3% for minorities and 6.9% for women. The Applicant must not discriminate in any manner because of gender, race, color, religion, national origin, ancestry, age, sex, or handicap;
14. that the Grantee will require that all construction contracts will be in conformity with applicable law and regulations related to minority hiring. Every state-assisted contract for an approved public library project, including subcontracts, will include the Commonwealth's Supplemental Equal Opportunity/Anti Discrimination and Affirmative Action Program as part of the contract;
15. that the Grantee will comply with Executive Order 592: Order Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action;
16. that the Grantee will submit the project to local, regional or state boards or agencies for comment and/or approval as may be required by law or regulation;
17. that the Grantee will assist the Board in complying with the Massachusetts Environmental Policy Act, M.G.L. c. 30, §§ 61 through 62H;

18. that the building will be designed to minimize or eliminate embodied and operational carbon and use of fossil fuels throughout its life cycle, including construction materials/processes and ongoing operations.
19. that life cycle cost estimates of all technically feasible energy systems as defined in M.G.L. c. 149, §44 M, will be considered in order to ensure that the energy system with the lowest life cycle cost estimate will be identified in accordance with the provisions of M.G.L. c. 149, §44 M;
20. that the Grantee will closely monitor the cost effects of building program and design decisions and materials and systems selections so that the facility can be constructed and operated in a cost effective, sustainable, and staff efficient manner considering the type of project and structure;
21. that the building will be designed for resilience, to withstand the effects of climate change, that resiliency measures informed by the guidelines and/or tools in the Program Notice will be incorporated, and that there will be an evaluation of flood hazard so that the facility to be constructed will be located to prevent potential flood hazards, as far as is practicable;
22. that the building will be designed to minimize the effects of vandalism, weather conditions and natural conditions and that materials and finishes will be selected to 14 minimize operational costs and maintenance. This will include provision for a fire rated enclosure for any automated or manually operated exterior book or nonprint materials return that penetrates a wall of the building;
23. that the Grantee will comply with M.G.L. c. 9, § 26 and 27C and 950 CMR 71.00: Protection of Properties Included in the State Register of Historical Places and any additional Massachusetts Historical Commission legal and regulatory requirements, including that which affords the Massachusetts Historical Commission the opportunity to review and comment as early as possible in the planning stages of the project;
24. that the building will be designed and constructed in compliance with Americans with Disabilities (ADA) federal standards and 521 CMR: Architectural Access Board, including those requirements for making alterations to historical properties to ensure that property and building are readily accessible and usable by individuals with disabilities unless a variance has been obtained for all noncompliant features;
25. that prior approval from the Board will be obtained for significant budget, program or plan changes and revisions including deduct change orders, excluding change orders of an emergency nature;
26. that the Grantee will provide adequate supervision during the term of the project including architectural supervision, value engineering and the retention of a qualified owner's project manager that meets the qualifications required by M.G.L. c 7C, §§ 44 through 58 and M.G.L. c. 149, § 44A½;
27. that Board staff will be provided reasonable access to the project and site with consideration for site conditions and with appropriate notification;

28. that the Board will not be held responsible for meeting any increased costs or increasing the amount of the grant award beyond the provisional award. All noneligible costs are the responsibility of the Grantee;
29. that the project will be completed as described in the planning and design phase and approved by the Board. Any changes to the project's scope require prior written approval from the Board;
30. that the Board, the Governor or his or her designee, the Secretary of Administration and Finance, and the State Auditor or his designee will have the right, at reasonable times and upon reasonable notice, to examine the books, records and other compilations of data of the Grantee which pertain to the performance of the provisions and requirements of this agreement. Upon request, the Grantee will furnish to the Board copies of any such books, records and compilations. In all contracts or subcontracts entered into by the Grantee concerning the project, a provision must be included requiring similar access by the Board to the contractor's or subcontractor's books, records and other compilations of data which pertain to the project according to Executive Order 195: Vendor Contracts of April 27, 1981;
31. that the Grantee will file all required reports and the Board will be notified when the approved public library project is completed and a certified reporting of expenditures by category, financial sources, and other documentation will be supplied to the Board by the Applicant within six months of project completion. If the actual expenditures are projected to be less than the estimated eligible cost, the Grantee will alert the Board prior to the issuance of the grant payment associated with the final Certificate of Occupancy milestone;
32. that all grant funds received by the Grantee from the Massachusetts Public Library Construction Program will be placed in an interest-bearing account separate from other Grantee accounts. All grant funds, including interest income, will be retained in this account until they are expended for purposes specified in the construction grant application, and account statements will be included in required reports. Purposes specifically excluded include all those specified in 605 CMR 6.02: Eligible Costs. All interest earned must be expended for the library building project or other library service enhancements;
33. that the municipality will explicitly address all aspects of construction grant management in their regular annual audits for all years when grant funding is received or expended, or that a separate audit for the construction project will be carried out and provided to the MBLC;
34. that the Grantee will file a final evaluation form on the performance of contractors on the project as required by the Division of Capital Asset Management and Maintenance (DCAMM) upon completion of the project;
35. that preparation of construction documents will be completed and submitted within one year of signing a grant agreement for the construction phase with the Board;

- 36. that the construction start date will take place within six months of the date of acceptance by Board staff of the final construction documents (see 605 CMR 6.05 Definitions Construction Start Date; 15
- 37. that a copy of the as built drawings, in accessible electronic form, will be supplied to the Board with the Final Report;
- 38. that the Grantee has clear title to the project site or otherwise meets the requirements specified in 605 CMR 6.02: Title;
- 39. that the project site will remain as described in the planning and design phase;
- 40. that the construction process will comply with all current state and local building codes, including 225 CMR chapter 23, for libraries and all applicable standards and procedures;
- 41. that the completed project will meet or exceed a building efficiency rating of 65%.

For the Grantee:

Grant Agreement Approved by

Signature: _____ Date: _____

Type/Print Name: _____

Title & Board/Committee: _____

Signature: _____ Date: _____

Type/Print Name: _____

Title & Board/Committee: _____

Signature: _____ Date: _____

Type/Print Name: _____

Title & Board/Committee: _____

Signature: _____ Date: _____

Type/Print Name: _____

Title & Board/Committee: _____

For the Commonwealth of Massachusetts, Board of Library Commissioners:

Signature_____Date_____

Name: Maureen Amyot, Director



Municipal Construction Affirmative Marketing Program (MCAMP)

What is MCAMP?

The Municipal Construction Affirmative Marketing Program (MCAMP) is a program within the Commonwealth of Massachusetts' Supplier Diversity Office. The MCAMP mission is to increase the participation of women-owned and minority-owned businesses (known as WBEs and MBEs, respectively) in municipal construction.

What projects does MCAMP cover?

MCAMP covers state-assisted building projects that are funded (even partially) by the Commonwealth. MCAMP requires these projects to have spending goals for WBE and MBE participation.¹ The SDO currently applies the program to projects valued at more than \$150,000.00.

MCAMP covers vertical construction projects only, and not roadways or horizontal construction, nor does it cover public works. Project are generally described as "four walls and a roof," but each municipality and their staff should evaluate the legal definitions carefully for each project.

I have an upcoming project that might fall under MCAMP's criteria. How do I find out?

Owners, project managers and/or awarding authorities with projects that may require MCAMP goals should contact the SDO's Construction and Persons with Disabilities Program Coordinator, Meghan Costa. She can be reached at (617) 872-4064, or via email at meghan.costa@mass.gov.

I'm a contractor; how can I be considered for MCAMP projects?

MBEs and WBEs interested in participating on projects with MCAMP goals should first become certified by the Supplier Diversity Office. The SDO's certification program is free, and the application process can be completed online. You can take a self-assessment [here](#) to find out if you are eligible for certification.

If your company is eligible, the next step is to attend a Pre-Certification Workshop, which reviews the entire process. Register to attend a workshop by clicking [here](#).

Should you have questions about SDO certification, please direct them to the SDO at webmaster.sdo@mass.gov.

¹ Details are found at MGL c. 7 § 61(n), which utilizes MGL c. 7C § 6 to define "state assisted building projects." Awarding authorities, owners, and project managers should consult with their procurement and legal staff for guidance related to construction definitions.

ADVANCED TOPICS UPDATE:

MA PUBLIC CONSTRUCTION BIDDING LAWS WORKFORCE PARTICIPATION GOAL REQUIREMENTS

A training by:

Office of the Attorney General and
Policy Group on Tradeswomen's Issues

Workforce Participation Goal Requirements under M.G.L. c. 149, § 44A(2)(G)

All contracts by a state agency or state-assisted contracts for design, construction, reconstruction, installation, demolition, maintenance or repair **must** contain workforce participation goals for minorities and women.

What qualifies as a “state-assisted” contract?

- A construction project undertaken by a political subdivision of the commonwealth or 2 or more subdivisions thereof for the planning, acquisition, design, construction, demolition, installation, repair or maintenance of a capital facility and whose costs are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth. M.G.L. c. 7C, § 6(b).

Aren't these the same?

Workforce Participation Goals and W/MBE Goals

M/WBE goals refer to participation by businesses owned by minorities and women.

Workforce participation goals refer to the makeup of the contractors' workforce.

They are two separate requirements independent of one another.

State-Mandated Workforce Participation Goals

- 6.9% for women
- 15.3% for minorities

See Administration & Finance Administrative Orders:

<https://www.mass.gov/administrative-bulletin/equal-opportunity-and-non-discrimination-on-state-and-state-assisted>

Bid and Contract Requirements for Workforce Participation Goals

- The bid documents should include a reference to the goals that will be contained in the contract.
- What must these contracts include in addition to the goals?
 - The contract must include the processes and procedures to ensure compliance with the workforce participation goals, including reporting and enforcement provisions.
- See M.G.L. c. 149, § 44A(2)(G).

What Happens if a Bid or Contract Does Not Contain these Requirements?

- The bid documents and contract should be revised to include the required goals and processes.
- Any contract that is included in the bid documents that does not comply with the requirements is subject to a Bid Protest and a re-bid, if necessary.

THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION
AND AFFIRMATIVE ACTION PROGRAM

ATTACHMENT

I. Definitions

For purposes of this contract,

“Minority” means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

“State construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

“State assisted construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

II. Equal Opportunity, Non-Discrimination and Affirmative Action

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as “the Contractor”) for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure non-discrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. Minority and Women Workforce Participation

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

VI. Access to Work Site

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from any one General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination:

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

IX. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

X. Contractor’s Certification

A bidder for a state construction contract or state assisted construction contract will not be eligible for award of the contract unless such bidder has submitted to the administering agency the following certification, which will be incorporated into the resulting contract:

CONTRACTOR’S CERTIFICATION

_____certifies that they:
(Contractor Name)

- 1. Will not discriminate in their employment practices;
- 2. Intend to use the following listed construction trades in the work under the contract

_____ ; and

- 3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
- 4. Are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
- 5. Will provide the provisions of the “Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program” to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
- 6. Agree to comply with all provisions contained herein.

(Signature of authorized representative of Contractor) Date

(Printed name of authorized representative of Contractor)

XI. Subcontractor Requirements

Prior to the award of any subcontract for a state construction contract or a state assisted construction contract, regardless of tier, the Prime or General Contractor shall provide all prospective subcontractors with a complete copy of this Section entitled "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" and will incorporate the provisions of this Section by reference into any and all contracts or work orders for all subcontractors providing work on the Project. In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, the Prime or General Contractor shall certify in writing to the administering agency that it has complied with the requirements as set forth in the proceeding paragraph.