MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM
Monday, November 16, 2026
AGENDA

Join Zoom Meeting: **https://us02web.zoom.us/j/6327691840**

Meeting ID: **632 769 1840** **Password: 945669** **Dial into meeting:** **+1 646 558 8656**

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

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

Meeting Being Taped **Votes May Be Taken**

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

2. 6:30 Approve Minutes: Selectboard Meeting: November 9, 2026, if available

3. 6:31 **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. 6:33 **Personnel Board**
   - Appoint Jackie Stein to vacant seat on Parks and Recreation Commission effective November 16,2027 through May 4, 2027

5. 6:35 **Police Business with Chief Jason Haskins (tabled from 11/9/2026)**
   - Hiring plan for upcoming vacancy in Police Department
   - Request to authorize a lateral transfer hiring bonus of $10,000 for this hire

6. 6:45 **Solid Waste Business**
   - Accept and authorize revised Casella Trash Hauling 2-year extension proposal for term 7/1/2027-6/30/2029
   - Consider proposed changes to "Pay as you Throw" Curbside Collection Program.
     -Sunset barrel stickers for 2027
     -No fee change for bag stickers
     -Each individual bag (up to 33 gallons) must be tagged with a bag sticker
     -Proposed effective date Jan 1, 2027

7. 7:05 **Assistant Town Administrator's Business**
   - Authorize amendment to grant agreement with Massachusetts Department of Transportation (MassDOT) for Montague Center Complete Streets project, extending term through June 30, 2027.
   - Other Project Updates

8. 7:10 **Town Administrator's Business**
   - Department FY28 Budget Guidance issued
   - Topics not anticipated within the 48 hour posting requirements

9. 7:15 **Executive Session**

   To conduct contract negotiations with nonunion personnel, specifically the Clean Water Facility Superintendent, concerning potential terms and conditions of continued employment, pursuant to M.G.L. c. 30A, §21(a)(2).

Next Meeting

Selectboard Meeting: Monday, November 23, 2026, at 6:30pm - HYBRID

Name: **STEIN, JACKIE**

MONTAGUE APPOINTED OFFICIAL

NAME: JACKIE STEIN

DATE: 11/16/2027

COMMITTEE: PARKS AND RECREATION COMMISSION

TERM: 3 YEARS

TERM EXPIRATION: 5/4/2027

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 11/16/27

_____

_____

_____

STEIN, JACKIE personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **PARKS AND RECREATION COMMISSION** 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.**

Montague Police Department
180 Turnpike Road

Turners Falls, MA 01376

(413) 863-8911
(413) 863-3210 (fax)

Chief Jason D. Haskins

5AB

To: Town Administrator and Selectboard
From: Chief Jason Haskins
Date: November 5, 2026
Subject: Request for Early Recruitment and One-Time Hiring Incentive

I am requesting authorization to immediately begin the recruitment and selection process for a police officer in anticipation of Officer Dan Miner's retirement on December 18, 2026. I am also requesting **one-time authorization to offer a $10,000 hiring incentive** to assist in recruiting a qualified lateral-transfer officer. Although the Town has previously authorized this incentive, that authorization is no longer in effect, and this request seeks new approval specifically for this vacancy.

Unlike most municipal positions, hiring and training a police officer can take several months before the employee is available to work independently. A new recruit typically requires approximately six months of academy training, followed by three months of departmental field training. Additionally, candidates generally must be hired approximately two months before the academy begins. Missing an enrollment deadline could delay the process by several additional months.

Beginning recruitment now would allow the Department to get ahead of this process and potentially reduce the duration of the anticipated staffing vacancy.

Lateral Transfers and Financial Considerations

Hiring an experienced officer could provide significant operational and financial advantages. A qualified lateral transfer could potentially be available for independent patrol duty after approximately two months of field training, rather than the extended training required for a new recruit.

The estimated costs associated with sending a new officer through the police academy include:

Expense	Estimated Cost
Academy tuition	$3,200
Salary during academy	$28,600
Academy equipment and gear	$18,000
Total	**$49,800**

These figures do not include overtime associated with maintaining staffing during training or the costs of departmental field training.

A one-time $10,000 hiring incentive, consistent with the amount previously utilized by the Town, could help attract an experienced officer while potentially avoiding academy-related expenses and reducing the period of increased overtime costs.

Beyond the financial impact, prolonged vacancies place additional demands on existing personnel, including increased overtime, fatigue, and employee burnout.

Requested Authorization

I respectfully request approval to:

1. **Begin recruitment and selection immediately** in anticipation of Officer Miner's retirement, without waiting for the position to become vacant.
2. **Authorize a one-time $10,000 lateral-transfer hiring incentive** for the recruitment associated with this anticipated vacancy.

These requests do not seek to increase the Department's authorized staffing level or establish an ongoing hiring incentive program. Rather, they are intended to minimize the anticipated vacancy, reduce avoidable expenses, and maintain consistent police services for the community.

Thank you for your consideration.

Chief Jason D. Haskins, MSCJA
Montague Police Department
180 Turnpike Road
Turners Falls, MA, 01376
413-863-8911 ext. 203

NOVEMBER 10, 2026

ESTABLISHED 1975

Town of Montague, Massachusetts

RE: SOLID WASTE AND RECYCLING COLLECTION & DISPOSAL CONTRACT EXTENSION (UPDATED)

Prepared for:

Attn: Samuel Urkiel, Montague DPW Superintedent
128 Turner Falls Road
Montague, MA 01351



Presented by:

Tyler Finnegan

Municipal Account Manager

CC: Kilian Flynn, Market Area Manager
Erin Banfield, Director, Municipal Services

November 10, 2026

Town of Montague
Attn: Walter Ramsey, Town Manager
128 Turner Falls Road
Montague, MA 01351

RE: Solid Waste and Recycling Collection and Disposal Contract Extension

Dear Walter,

Casella Waste Management of Massachusetts, Inc. ("Casella") is pleased to provide the Town of Montague, Massachusetts ("Town") with the following proposal for the contract extension of collection and disposal of municipal solid waste and dual stream recycling services.

As the leading resource management company in the Eastern United States, Casella brings over five decades of experience in collection, hauling, disposal, and processing services. We are especially proud of our established relationship with the Town of Montague, having successfully provided these services to your residents for over two years, as such, we believe Casella is the most qualified partner to continue meeting the Town's material management needs.

As part of the contract adjustment, we reviewed our previous proposal and worked to identify cost-saving opportunities for the Town while maintaining high-quality, compliant service. As a result, we were able to reduce the originally proposed increase from 9.5% (comprised of 5.5% for prevailing wage adjustments and 4% for CPI) to a total increase of 7.5%. Additionally, we have lowered the proposed disposal rate again from $127.50 per ton to $119.00 per ton, effective July 2027. These revisions reflect our commitment to partnering with the Town to manage costs while addressing ongoing increases in labor and operational expenses associated with service delivery.

We appreciate the opportunity to continue serving your community and are available to discuss this proposal in greater detail. Please feel free to contact me directly at (774) 347-3624 with any questions.

Sincerely,
Tyler Finnegan
Tyler Finnegan
Municipal Account Manager

cc: Kilian Flynn, Market Area Manager
Erin Banfield, Director, Municipal Services

Scope of Services

The Town of Montague, MA will continue to be serviced by our local hauling division located at 415 N Road, Westfield, MA where our administrative offices and fleet vehicles are dispatched.

Collection

Casella will continue to provide the Town with weekly curbside collection of solid waste and weekly alternating dual stream recycling. Casella is fully equipped to provide and maintain equipment to service Montague and is qualified and licensed in accordance with all Federal, State, and local laws. Our trucks are routinely serviced and inspected we have, ample back up equipment in our existing fleet located at our local division.



Casella will be utilizing existing fleet to provide collection services to the Town. All solid waste will continue to be delivered to Casella's Holyoke transfer station and all recycling will continue to be delivered to the MADEP Springfield MRF for processing under the Town's contract.

Financial Proposal

Service	Year 1
Manual collection of solid waste and dual-stream recycling	$48,360.00/month
MSW Disposal	$119.00/ton

PROPOSAL TERMS

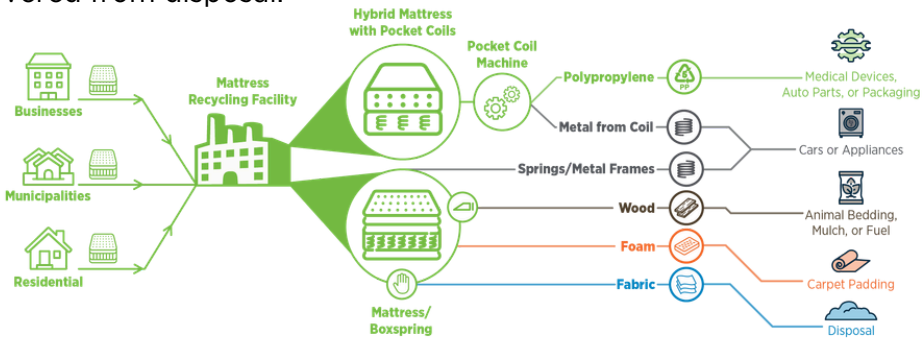
We have proposed the following nuances to the agreement which we would like to call to your attention for review:

- Pricing included in the proposal is valid for 45-days from the submission date.
- Contract extension will commence July 1, 2027 for 2-year term.
- All fees will be increased annually on the anniversary of the new extension by a percentage equal to the greater of (a) 5% or (b) the year-over-year percentage change in the Consumer Price Index Garbage and Trash collection. Reference is made to: https://www.bls.gov/news.release/cpi.t02.htm
- All other terms of intial contract remain intact.

Additional Services Offerings

Mattress Recycling

Casella provides mattress recycling solutions for all types of customers including municipalities, colleges and universities, hotels, mattress retailers and individuals. We recycle over 250,000 mattresses and box springs annually, which equates to nearly 6,000 tons of materials recovered from disposal.



Food Waste Collection

Casella collects food waste from residents, municipalities, businesses and institutions to support waste diversion goals and adheres to state regulations.

Food waste drop-off programs are an effective way for municipalities to assess interest or expand access to organics recycling. They offer a cost-efficient, convenient, entry point into food scrap management while providing an opportunity to educate the public and assess community interest in a larger food scraps collection program.

Smart Bins are 64-gallon compost bins enclosed within a locking metal surround that controls access and reduces odors, litter, and animal interference. Users can open the bin using either a key code or a smartphone app, and a built-in foot pedal allows for deposits without touching the lid.

Smart Bins offer several advantages over traditional collection methods:

1. Lowest Cost Per User—With a rule of thumb of 100 subscribed households per bin/pickup centralized collection delivers a significantly lower cost than any other method of food waste collection.
2. Clean Material—The app and key-code system allows municipalities to educate users on program guidelines before granting access to the bins which in turn delivers much cleaner material vs other drop off methods.
3. Positive User Experience—A foot pedal enables users to open the lid without any contact.
4. Easy to Place—The bins take up minimal sidewalk or parking lot space, with a small 30.1″ × 33.3″ base.



Engagement & Education

For many municipalities where hands-on training may not be available, through our in-house marketing and design staff, Casella has the ability and willingness to support in designing specialized outreach and educational material tailored towards specific needs. As applicable and in collaboration with our partners, we develop materials to communicate the diversion initiatives to all stakeholders and the broader community. Additional resources available to the municipality include:

SIGNAGE: Signage plays a critical role in the success of recycling and compost programs. Clear, consistent communication and visual aids take the guess work out of picking the correct bin, yielding cleaner material streams and higher diversion rates.





FACTILITY TOURS: We welcome our customers to join us for an onsite or virtual tour of our operations – this hands-on experience provides stakeholders with a deeper understanding of how the decision we make impact our industry daily.

RECYCLE BETTER - EDUCATION KIT: Casella offers a K-12 recycling education kit for local schools, featuring lesson plans and activities for teachers. This kit helps students learn about waste origins, disposal, and their role in waste reduction, ultimately supporting schools and communities in achieving sustainability goals.





COMMUNITY ENGAGEMENT: We are always looking for ways to engage our community and our customers both to hear about opportunities to improve our services, communication, and resources as well as simply to give back.

EVENT MANAGEMENT & ZERO WASTE: Casella can leverage partners to deliver additional services in support of community events, while providing direct support in developing best practices and how-to toolkit for all events.



ESTABLISHED 1975

"To create value by renewing and sustaining our resources and our environment."

www.casella.com



Office of the Town Administrator
Town of Montague

Walter Ramsey, AICP, MCCPO
(413) 863-3200 ext. 110
Walterr@montague-ma.gov
One Avenue A Turners Falls, MA

6B

To: Selectboard
From: Town Administrator
Date: November 12, 2026
RE: Proposed Pay as you Throw Program Changes: Implementation Considerations and Financial Implications

The proposed policy simplifies the Town's Pay-As-You-Throw program by eliminating annual barrel stickers and requiring one $3 sticker on every individual bag of household trash. The per-bag sticker price remains unchanged.

This change responds to concerns raised by the Franklin County Solid Waste Management District regarding the equity and effectiveness of the existing barrel sticker system and budget concerns raised by the Town's financial team. This proposal, developed in coordination with the Franklin County Solid Waste District, DPW, and Treasurer avoids the need to add tiers for barrel stickers or change to the sticker fee.

Implementation Costs

The Town recently purchased stickers at a cost of approximately $8,000. Unfortunately, the individual stickers contain instructions on the reverse side reflecting the current collection policy, which allows a sticker to be placed on the top bag inside a barrel. Staff are concerned that continuing to sell stickers with instructions that directly contradict the new policy would create confusion and undermine enforcement. To the extent the inventory cannot be repurposed, the Town may need to absorb the cost of the existing purchase and incur an additional expense for replacement stickers. The cost savings to the town are expected to dwarf this sunk cost.

Transition and Enforcement

Staff recommend an educational grace period through January 31, 2027, with full enforcement beginning February 1, 2027.

During this period, the Town and its collection contractor would emphasize public education and warnings for residents who have not yet adjusted to the new requirements.

This approach recognizes that residents have been operating under a different system for many years and that the Town's existing sticker inventory contains outdated instructions.

Town of Montague

Pay-As-You-Throw (PAYT) Curbside Trash Collection Policy

Adopted by: Montague Selectboard DRAFT
Effective Date: January 1, 2027
Administered by: Department of Public Works

1. Purpose

The Town of Montague operates a Pay-As-You-Throw (PAYT) curbside trash collection program intended to promote waste reduction, encourage recycling, and ensure that residents contribute toward the cost of trash collection and disposal in proportion to the amount of waste they generate.

This policy establishes uniform requirements for residential curbside trash collection and discontinues the annual barrel sticker program in favor of a single, consistent bag sticker system.

2. Trash Collection Fees and Requirements

Effective January 1, 2027, the following requirements shall apply:

1. **Sticker Fee:** Each individual trash bag must display one valid Town of Montague trash sticker at a cost of $3.00 per sticker. There is no change to the existing sticker fee.
2. **Bag Size:** Each trash bag shall have a maximum capacity of 33 gallons. Bags exceeding this capacity shall not be collected.
3. **Sticker Placement:** A valid trash sticker must be securely affixed at the neck of each individual bag, where the bag is tied or secured closed. Stickers must be visible and readily identifiable by collection personnel.
4. **Individual Bag Requirement:** Every bag must have its own sticker, regardless of whether multiple bags are presented together for collection. One sticker shall not authorize the collection of multiple bags.
5. **Barrels and Containers:** Residents may continue to use trash barrels, cans, and wheeled carts for curbside collection. Bags may remain inside these containers, provided every individual bag is separately stickered at the neck. A sticker placed on the barrel or on only the top bag does not authorize the collection of additional unstickered bags.
6. **Overflow Trash:** Additional bags may be placed alongside barrels or carts, provided each bag is no larger than 33 gallons and displays its own valid $3 sticker.
7. **Annual Barrel Stickers:** The Town shall discontinue annual barrel stickers effective January 1, 2027. Annual barrel stickers shall no longer authorize curbside trash collection.

3. Sticker Sales and Availability

Individual $3 trash bag stickers shall be available for purchase at the following authorized locations:

- Montague Town Hall

- Scotty's on the Hill
- Montague Village Store
- Food City
- Carrol’s Market

The Town may designate additional authorized sales locations as needed.

4. General Collection Requirements

1. Residential trash shall be collected once per week according to the Town's established collection schedule.
2. All trash must be contained in securely closed bags, each no larger than 33 gallons and displaying its own valid $3 sticker.
3. Residents may place individually stickered bags inside barrels or wheeled carts. All bags must be readily accessible for collection, and stickers must be visible to collection personnel.
4. Trash must be securely contained to prevent litter or spillage.
5. Loose trash, oversized bags, and unstickered bags shall not be collected, except as temporarily permitted during the implementation period described in Section 6.
6. Recyclable materials and other materials prohibited from disposal as solid waste under applicable laws and regulations shall not be included in curbside trash.

5. Enforcement and Administration

The Department of Public Works, in coordination with the Town's contracted collection service, shall be responsible for administering this policy.

Collection personnel may decline to collect trash that does not display the required sticker, exceeds the maximum authorized bag capacity, or otherwise fails to comply with this policy.

The Town shall provide public information regarding sticker requirements, sticker sales locations, and proper preparation of trash for curbside collection.

6. Implementation and Transition Period

The revised PAYT program shall take effect January 1, 2027.

Recognizing that the Town is transitioning from a longstanding barrel sticker system, and that previously purchased bag stickers contain instructions reflecting the former collection requirements, the Town shall establish an educational transition period from January 1 through January 31, 2027.

During this period:

- Residents shall be instructed to place one $3 sticker at the neck of every individual bag, including bags placed inside barrels or carts.

- Existing, valid $3 bag stickers may continue to be used, notwithstanding any printed instructions that are inconsistent with this policy.
- The Town shall provide updated information through its website, public notices, authorized sticker vendors, and other appropriate communication channels.
- Collection personnel may issue warnings or provide educational notices for noncompliant trash. Limited collection of improperly stickered bags may be permitted during this period at the discretion of the Town and its collection contractor.
- Beginning **February 1, 2027, full enforcement** of the individual bag sticker requirements shall commence. Existing, valid $3 bag stickers may continue to be used past February 1, 2027, notwithstanding any printed instructions that are inconsistent with this policy.

7. Policy Review and Amendments

The Selectboard may periodically review sticker fees and collection requirements to ensure the continued financial sustainability and effectiveness of the Town's PAYT program.

Any amendments shall be adopted by the Selectboard, subject to applicable law and any required Town Meeting authorization.

8. Effective Date

This policy shall take effect January 1, 2027, and shall supersede prior administrative policies or practices inconsistent with its provisions.

MASSDOT STANDARD CONTRACT FORM

7

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. MassDOT 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 MassDOT Terms and Conditions, MassDOT IT Terms and Conditions which are incorporated by reference herein. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Montague **(and d/b/a):**	**DEPARTMENT NAME: Massachusetts Department of Transportation** **Mosaic Department Code: DOT**
Legal Address: (W-9, W-4,T&C): 1 Avenue A, Turner Falls, MA 01376	**Business Mailing Address: 10 Park Plaza, Boston, MA, 02116**
Contract Manager: Chris Nolan-Zeller	**Billing Address (if different):**
E-Mail: ChrisN@montague-ma.gov	**Contract Manager: Anthony Zero**
Phone: 413-863-3200 **Fax:**	**E-Mail: anthony.j.zero@dot.state.ma.us**
Contractor Vendor Code: VC6000191893	**Phone: (857) 275-5153 Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address Id Must be set up for EFT payments.)**	**Mosaic Doc ID(s): CT DOT 6433 INTF00X02025A0129616** **RFR/Procurement or Other ID Number: Ch383Acts2020**

___ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Interim Contract with new Contractor** (Attach justification for Interim Contract and updated scope/budget)
__ **Other Procurement Exception**: (Attach authorizing language/justification, scope and budget)

_X_ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: December 31, 2026

Enter **Amendment Amount**: No change

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

_X_ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception:** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding _X__ **MassDOT TERMS AND CONDITIONS** ___ MassDOT 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 MassDOT/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.)
_X_ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). **$499,682.80**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

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.) **Agreement #129616 between the Massachusetts Department of Transportation (MassDOT) and the Town of Montague will fund the Complete Streets Grant Program. This agreement is being extended to provide the municipality with more time to complete project objectives.**

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN
Does the Supplier Diversity Program apply?
____ **Yes** **If YES, the Contractor's annual SDP commitment for this Contract is** _____
__X__ **No** **If NO, enter the appropriate exemption__ Procurement not subject to 801 CMR 21.00**_____

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 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 and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2027,** 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 MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by the 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:

X: _____. **Date:** 11/16/2026.

(Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: Richard Kuklewicz.

Print Title: Selectboard Chair.

AUTHORIZING SIGNATURE FOR MassDOT:

X: _____. **Date:** _____.

(Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: Cassandra Gascon Pounds.

Print Title: Chief of Municipal Aid & Partnerships.

MASSDOT STANDARD CONTRACT FORM

INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in Mosaic (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the Mosaic **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the Mosaic Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth Mosaic Alpha Department Code: Enter the three (3) letter Mosaic Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

Mosaic Document ID(s): Enter the Mosaic 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the Mosaic encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new or to enter into an Interim Contract with a new Contractor when a current Contractor is unable to complete full performance under a Contract. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, to enter into an Interim Contract with a current Contractor, and. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Interim Contracts

Check this option for an Interim Contract with a new Contractor whenever an existing Contract has been or will be terminated or suspended for any reason or whenever a current Contractor is unable to complete full performance under a Contract. An Interim Contract may be offered to the bidder that offered the next Best Value response under the original procurement and under the same terms and prices offered in that bidder's original response. The duration of an Interim Contract shall be limited to the remaining time available under the duration stated in the original RFR, including any options to renew. If the Department is unable to negotiate a Contract with any of the original bidders who submitted responses, in their original rank order according to Best Value, and under the same terms as offered in their original response, the Department will be required to conduct a new competitive procurement.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to enter into an Interim Contract with a current Contractor when a new procurement will not be completed prior to the expiration of the current Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in Mosaic.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget. Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding Mosaic transaction is not needed to support the change. 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.

Interim Contracts. Check this option for an Interim Contract with a current Contractor when a new competitive procurement has been commenced, but due to an unanticipated delay, has not been completed prior to the end of the duration available under the current Contract, as specified in that Contract's original RFR. An Interim Contract may be used to extend the current Contract under the same terms and conditions only for the period necessary to complete the competitive procurement, including the execution of new Contracts.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT Terms and Conditions (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the Mosaic encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Check "**YES**" if the contract is subject to the requirements of the Supplier Diversity Program (SDP) as described in the Diverse and Small Business Program Policies for Goods and Services Procurements (and, as applicable, the SDP Policy for Purchase of Service (POS) Procurements and Contracts Policy Overview). Also check "**YES**" if the contracting department has voluntarily included SDP terms in the procurement. Generally, goods and services contracts with an estimated annual value of $250,000 or more, averaged over the life of the contract, executed by Executive Departments as defined by M.G.L. c. 6A, § 2, are subject to these policies. Check "**NO**" if the contract is not subject to these policies and no SDP terms were included voluntarily. If **YES**, enter the Contractor's annual SDP commitment. This commitment is a percentage of sales from the resulting contract to be spent with Certified Partner(s), which must be at least 1%. If the contract will be for the purchase of human and social services (referred to as Purchase of Service or POS) covering a variety of client health care, medical, and non-health care services, then enter the dollar amount commitment for the organization. If **NO**, and the Department is an Executive Department, enter the appropriate exemption from the "Procurements and Contracts Exempt from this Policy" section of the Diverse and Small Business Program Policies for Goods and Services Procurements to explain why the SDP is not applicable to this contract.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract**. Rubber stamps, typed or other images are not acceptable**. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy. See Contract and ISA Execution after the COVID-19 State of Emergency.**

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A

Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

MassDOT and Contractor Ownership RIghts. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to G.L. c. 62C, s. 49A;, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department in writing of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under MG.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's Terms and Conditions or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility; M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act; M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also Massachusetts Commission Against Discrimination (MCAD) and MCAD links and resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if so qualified.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms of this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be

any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownerships interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 592 and 599. Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non- Discrimination, and Affirmative Action). Executive Order 599 (Reaffirming Programs to Ensure Diversity, Equity, and Inclusion for Diverse and Small Massachusetts Businesses in State Procurement and Contracting. All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(u). These provisions shall be enforced through the contracting Department, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanction.

Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
Town of Montague	VC6000191893

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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 authorized signatories of contractors.

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.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Richard Kuklewicz		Selectboard Chair	413-863-3200 Ext 108	Richardk@montague-ma.gov
Walter Ramsey		Town Administrator	413-863-3200	WalterR@montague-ma.gov

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

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

Signature	Date
	November 16, 2026
Print Name Richard Kukewicz	Phone Number 413-863-3200
Title Selectboard Chair	Email Address Richardk@montague-ma.gov

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Office of the Selectboard
Town of Montague
1 Avenue A (413) 863-3200 Ext. 107
Turners Falls, MA 01376 FAX: (413) 863-3231

November 2, 2026

Kristen Rebelo
Community Grants Program Administrator
Highway Division
Massachusetts Department of Transportation
10 Park Plaza, Suite 7410
Boston, MA 02116

Re: Extension Request, Contract Number 129616, Complete Streets Tier 3 Program

Dear Ms. Rebelo:

The Town of Montague is formally requesting an extension through June 30, 2027, for its Complete Streets Tier 3 Program Contract Number 129616, Project Number X25T000192 C11. This grant agreement is currently funding a series of pedestrian and bicycle infrastructure upgrades, and general traffic safety improvements in the village of Montague Center.

The project went through several rounds of extensive public engagement between 2024 and 2026. Adjustments were made to the design multiple times in response to feedback received from neighborhood residents and Town departments.

Despite largely positive reception from the community about this long-awaited project, the project encountered a legal challenge from an abutter who requested a Preliminary Injunction from the Franklin Superior Court in an effort to stop construction from occurring in front of their home. Several hours of staff time were consumed with responding to this litigation, and the Town's ability to efficiently complete the project was impacted. The Preliminary Injunction was denied by the Judge on October 20, 2026, and the Town was able to proceed with having the contractor complete all work included in the scope as intended.

As of today, the project has achieved substantial completion, and a punch list has been provided to the contractor. To date, the Town has paid the contractor $294,237.33, and has a balance remaining of just under $200,000, including retainage. While the vast majority of work is expected to be completed prior to the grant agreement deadline of December 31, 2026, there is a strong likelihood that the Town will need to instruct the contractor to return in the Spring to complete grass seeding, as we have reached a point in the year where it is uncertain whether

seeding performed now will survive winter conditions. Because of this uncertainty, we would like to request a 6-month extension for the grant.

We appreciate MassDOT's partnership in helping to create a safer village center for all road users in the Montague Center neighborhood, and please do not hesitate to contact me directly with any questions about the project.

Regards,

Christopher Nolan-Zeller

Chris Nolan-Zeller, Assistant Town Administrator