INTERMUNICIPAL ROAD MAINTENANCE AGREEMENT

This Agreement is made this 3rd day of December**, 2025**, by and between the Town of Wendell, a municipal corporation with principal offices at 9 Morse Village Road, Wendell, MA 01379 ("Wendell"), and the Town of New Salem, a municipal corporation with principal offices at 19 South Main, New Salem, MA 01355 ("New Salem") (collectively, the "Parties").

RECITALS

A. Wendell is the owner of the public way known as "Wendell Road" where it lies within the boundaries of the Town of Wendell.
B. The Parties desire that maintenance, seasonal repairs, and ordinary upkeep of the portion of Wendell Road that lies in the Town of Wendell ("Subject Road") be performed in a coordinated, efficient manner and in compliance with applicable Massachusetts law and MassDOT Chapter 90 program requirements.
C. The Parties are authorized to enter into intermunicipal agreements for the joint performance of municipal services pursuant to G.L. c. 40, § 4A.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth terms under which New Salem will undertake, manage and perform routine maintenance, winter operations, and ordinary repairs of the Subject Road located within Wendell, and to establish mutual-aid procedures for extraordinary needs or emergencies.

2. DEFINITIONS

a. "Subject Road" — Wendell Road within the boundaries of the Town of Wendell (map and legal description attached as **Exhibit A**).
b. "Routine Maintenance" — surface repairs, pothole patching, grading, sweeping, drainage clearing, signage repair and replacement, line painting, roadside mowing, and other day-to-day upkeep.
c. "Extraordinary Repairs" — work that is capital in nature, including but not limited to major resurfacing, reconstruction, bridge or large drainage structure work (projects that typically are Chapter 90-eligible capital projects).

3. SCOPE OF NEW SALEM SERVICES

a. New Salem shall perform routine maintenance and winter operations on the Subject Road in a manner consistent with prevailing municipal practice and MassDOT standards applicable to local public ways. New Salem shall:
i. Provide snow and ice control, sanding and plowing, and emergency winter response as

required by public-safety conditions;
ii. Perform routine pothole repair, drainage clearing, sign maintenance, and shoulder upkeep;
iii. Inspect the Subject Road periodically and document maintenance activities and costs.
b. New Salem will perform the services at its own expense unless and until the Parties agree otherwise in writing (see Section 5 regarding reimbursement and Chapter 90 eligibility). Routine maintenance performed by New Salem shall follow accepted standards and be recorded so that expenditures eligible for Chapter 90 reimbursement may be properly documented. mass.gov+1

4. EMERGENCY ASSISTANCE / MUTUAL AID

a. In the event of emergencies, severe storms, or extraordinary needs affecting either Party's roads, the Parties shall provide reasonable mutual assistance to each other as resources permit. Mutual assistance may include labor, equipment, materials, and technical support. This assistance shall be coordinated through the respective Highway Superintendents (or their designees).
b. Requests for mutual aid shall specify scope, estimated duration, and expected cost responsibility. The providing Party shall make a good-faith effort to respond when resources are available. Mutual aid under this Agreement is voluntary except when otherwise required by a specific authorization of a Party's board of selectmen or town meeting vote consistent with law. Mutual-aid arrangements are consistent with how Massachusetts municipalities commonly use intermunicipal agreements and mutual-aid protocols. mass.gov+1

5. SNOW & ICE FUNDING, REIMBURSEMENT, AND STATE PROGRAMS

a. Routine Snow & Ice Operations: New Salem shall provide routine snow and ice removal, sanding, and emergency winter response on the Subject Road as set forth in Section 3. Except as otherwise provided in this Section 5, New Salem shall initially bear the cost of routine snow & ice operations performed by New Salem on the Subject Road, and shall document time, materials, and equipment costs in accordance with Section 9 (Records and Audit).

b. Cross-Town Reimbursement Under G.L. c.84, §5A: If New Salem performs snow or ice removal, sanding, or related winter work at the specific request of Wendell for the direct benefit of Wendell, Wendell shall reimburse New Salem for the reasonable documented costs of such work. The Parties acknowledge G.L. c.84, §5A, which permits a town to be reimbursed by the town for which such work is performed, and which deems employees and equipment performing such work to be in the service of the performing town for the duration of the work. Requests for reimbursement under this subsection shall (i) be submitted in writing within 30 days of the event, (ii) include the documentation required by Section 9, and (iii) be paid within 45 days of invoice unless otherwise agreed. Massachusetts General Court

c. Excess Spending and DOR Reporting (G.L. c.44, §31D): The Parties acknowledge G.L. c.44, §31D (municipal authority to incur snow & ice expenditures in excess of appropriations and annual reporting requirements). Each Party agrees to cooperate in the preparation and exchange

of any information required for the annual snow & ice report to the Department of Revenue's Division of Local Services, and to retain records of expenditures and reimbursements for not less than the period required by law. Massachusetts General Court

d. MassDOT / State Winter Programs and Chapter 90: For capital or extraordinary repairs arising from or caused by winter events (including but not limited to major resurfacing, emergency culvert replacement, or reconstruction), the Parties may apply for or utilize available Commonwealth programs (for example, Chapter 90 apportionments, the Winter Recovery Assistance Program (WRAP), or other MassDOT programs). The Parties shall decide in writing, prior to undertaking such capital work, which Party will be the contracting/claiming municipality for Chapter 90/WRAP or other state funds and how any reimbursement from the Commonwealth will be allocated between the Parties. The performing/claiming municipality shall comply with all MassDOT and Commonwealth procurement, contract, and documentation rules required for reimbursement. mass.gov+1

e. Use of Reimbursements: Any Commonwealth reimbursement received that directly relates to work performed under this Agreement shall be applied first to reimburse the performing municipality for eligible documented costs. Any remaining funds shall be allocated between the Parties in proportion to documented eligible expenditures, unless the Parties agree otherwise in writing prior to submission of the reimbursement claim.

f. Mutual Aid Costs: In an emergency or mutual-aid event pursuant to Section 4, the Parties may voluntarily provide resources to the other. Unless the Parties otherwise agree in writing (either before or after the response), the providing Party may invoice the requesting Party for documented overtime, material, and equipment costs; however, the Parties may agree that mutual aid provided during declared regional or state emergencies will be uncompensated or governed by a different cost-sharing arrangement.

g. Documentation & Audit: All snow & ice, mutual aid, and capital-repair costs charged, reimbursed, or claimed to the Commonwealth shall be supported by complete records (time sheets, equipment logs, material invoices, purchase orders, and any MassDOT/WRAP/Chapter 90 documentation). The performing municipality shall make these records available to the other Party and to any authorized auditing authority.

6. TERM; TERMINATION

a. Term — This Agreement shall commence on the date signed by both Parties and continue for a term of ___ years, but not to exceed twenty-five (25) years without reauthorization in accordance with G.L. c. 40, § 4A. Massachusetts General Court

b. Termination — Either Party may terminate this Agreement by providing written notice to the other Party at least ___ days prior to the intended termination date, subject to the terms and any financial obligations then outstanding. Termination shall not affect obligations already incurred or funding claims already submitted.

7. FINANCIAL LIMITS; AUTHORIZATIONS

a. Each Party's obligations under this Agreement are subject to appropriation and authorization by that Party's legislative body and the limits set forth in the vote approving this Agreement. The Parties acknowledge that agreements under G.L. c. 40, § 4A may specify maximum financial liability and require appropriate municipal approvals. Massachusetts General Court

8. INSURANCE, LIABILITY AND INDEMNIFICATION

a. Each Party shall maintain insurance (general liability, automobile, workers' compensation) consistent with its usual municipal coverage for operations under this Agreement.
b. Each Party shall indemnify and hold harmless the other Party, its officers, employees, and agents from liabilities, claims, losses or expenses (including reasonable attorney's fees) arising out of the indemnifying Party's negligent acts or omissions in connection with work performed under this Agreement. Nothing in this Agreement shall be construed as a waiver of any protections or immunities available to a Massachusetts municipality.

9. RECORDS AND AUDIT

a. New Salem shall maintain complete records of work performed, personnel and equipment time, materials used, and related costs for work performed under this Agreement. Records reasonably requested by Wendell in connection with this Agreement shall be provided within a reasonable time. Records and expenditures intended for Chapter 90 reimbursement shall be maintained to satisfy MassDOT documentation and audit requirements. mass.gov+1

10. CONTRACTING / PROCUREMENT

When contracting for extraordinary repairs or materials, the Parties shall comply with applicable Massachusetts procurement laws and local bylaws. For joint procurements, the Parties may enter into a separate intermunicipal procurement agreement specifying roles, procurement lead, and payment allocation.

11. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the Parties shall attempt in good faith to resolve it through negotiation between their Highway Superintendents and, if necessary, between the Boards of Selectmen. If resolution cannot be achieved, the Parties may pursue mediation or other non-binding dispute resolution before pursuing formal legal action.

12. AMENDMENT

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties and approved in accordance with G.L. c. 40, § 4A and each Party's local authorization procedures.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered to the offices of each Party's Board of Selectmen and Highway Superintendent (or such other addresses as the Parties may designate in writing).

14. SEVERABILITY

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15. AUTHORITY TO EXECUTE

The persons signing below represent that they are authorized to execute this Agreement on behalf of their respective municipal governing bodies and that the Agreement has been approved in accordance with local law and with G.L. c. 40, § 4A. Massachusetts General Court

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officials as of the date first written above.

TOWN OF WENDELL
By: _____
Name: _____
Title: Chair, Board of Selectmen (or other authorized official)
Date: _____

TOWN OF NEW SALEM
By: _____
Name: _____
Title: Chair, Board of Selectmen (or other authorized official)
Date: _____

Attest / Clerk: _____