



TOWN OF HOLLAND
Police Department
27 Sturbridge Road Holland, MA 01521
Bryan C. Haughey
Chief of Police

To: Holland Police Personnel
From: Bryan C. Haughey- Chief of Police
Date: June 21, 2022
Subj: MEMORANDUM 22-09 Issuance of Directive No. 22-09 Use of Speed Feedback Radar Signs

Please review the following Memorandum codified as No. 22-09 concerning the issuance of a directive pertaining to use of speed feedback radar signs. Please note that the information contained herein is effective immediately.

Be advised that this information is distributed in accordance with G.L. c. 41 §97A, provisions of which were accepted and passed by affirmative vote at the Town of Holland Annual Town Meeting on May 26, 1998.

Please review all attachments contained herein.

Respectfully,

Bryan C. Haughey
Chief of Police

27 Sturbridge Rd - Holland Massachusetts 01521

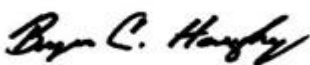

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Holland Police Department

General Order			
Subject	Use of Speed Feedback Radar Signs	Classification	Unclassified
<u>Directive No</u>	22-09	<u>Effective</u>	21 JUN 2022
<u>Additional Directives</u>	N/A	<u>Review</u>	ANNUALLY
<u>Standards/References</u>	MassDOT MOU 24 MAR 2022	<u>Revision</u>	N/A
<u>Issuing Authority</u>	 Bryan C. Haughey Chief of Police		
Record of Revisions			
N/A			

Summary:

The purpose of this directive is to establish guidelines and standards for the utilization of Speed Feedback Radar Signs (SFS), specifically, fixed pole-mounted units and mobile trailer-mounted units. The Chief of Police shall be authorized to adopt regulations for the implementation of this directive and these instructions shall apply to all SFS units owned by or used by the Town of Holland, including, any SFS model that is not listed herein. Portable Changeable Message Signs (PCMS) that have the capability of speed feedback modes shall follow Directive No. 20-55, Information Dissemination Devices (IDD), in addition to these orders.

Speeding is one of the primary causes of vehicle road departure fatal and serious injury crashes and SFS units have been shown to be effective at reducing speed which can reduce the severity of crashes and the incidence of running off the road.¹ SFS units are a valuable tool in reducing vehicle speeds under many different conditions, including work zones, areas where it is not possible to make physical roadway changes, or where constant police enforcement is not practical.²

On January 27, 2022, The Town of Holland was presented with an opportunity to participate in a Massachusetts Department of Transportation (MassDOT) pilot program to provide SFS units to local communities. MassDOT participated in the Federal Highway Administration (FHWA) Every Day Counts (EDC) initiative for Focusing on Reducing Rural Roadway Departures (FoRRRWD) and applied for funds from the State Transportation Innovation Council (STIC) to further enhance the initiative. These funds were used for purchasing and disseminating SFS units to the chosen communities to conduct a pilot program on rural roads in order to learn and help communities address primary risk locations on their municipal roadways. Based on a MassDOT data-driven process and assessment, the Town of Holland was selected to meet the criteria of the pilot initiative and we were provided with a trailer-mounted unit on June 15, 2022.

Policy:

1. SFS units shall be utilized as an instrument for reducing travel speeds that result in off-the-road crashes, and to identify, evaluate, and improve upon speed safety issues.

¹ MassDOT Pilot Program to provide Speed Feedback Boards to municipalities email dated 01/27/2022

² [Procedures for Speed Zoning on State Highways and Municipal Roads \(MassDOT\)](#)

Holland Police Department

2. The Chief of Police shall be authorized to permit SFS units to be utilized upon any public way or upon the utility easement (setback) of the way for the purpose of providing a speed feedback display, provided that, the target vehicle is traveling on a public way as defined in G.L. c. 90 § 1³.
3. The maintenance, data collection, and reporting requirements in the Memorandum of Understanding (MOU) between MassDOT and the Town of Holland made and entered into as of 24 MAR 2022, shall apply to TrafficCalm Systems SFS Trailer-Mounted Unit 1, (Serial No. 91351122190003).
4. As described in § 5 of the MOU, while It is preferred that SFS Trailer-Mounted Unit 1 is kept fully operational and in use at all times, the Unit shall be fully operational and in use at least three (3) times per year during the term of the MOU. The Unit shall be fully operational and in use for at least two (2) weeks during each time period.
5. In order to evaluate the effect of SFS Trailer-Mounted Unit 1 on driver speed, § 6 of the MOU shall be followed.

Speed Enforcement:

SFS units shall not be utilized as an independent instrument to conduct motor vehicle stops and utilization of an SFS unit does not excuse any other elements that are required to effectuate a motor vehicle stop based on speed greater than reasonable and proper, such as but not limited to, articulating observations by training and experience. Remember, in terms of enforcement, radar units are to be used to confirm speed after your observations and not as a mechanism to determine speed prior to observing a vehicle.

³ [G.L. c.90 §1- Way](#)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of this 24 day of March, 2022 by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, Massachusetts 02116 (“MassDOT”) and the CITY/TOWN of Holland, a municipal corporation within the Commonwealth of Massachusetts, having offices at 27 Sturbridge Rd Holland, MA 01521 (“Municipality”). Municipality and MassDOT may hereafter sometimes be collectively referred to as the “Parties” and individually as the “Party.”

RECITALS

WHEREAS, MassDOT desires to provide a portable speed feedback sign to Municipality for use in rural locations as a tool for reducing travel speeds that results in run-off-the-road crashes and to otherwise identify, evaluate and improve speed safety issues (“Speed Feedback Sign Program”); and

WHEREAS, Municipality desires to participate in the Speed Feedback Sign Program; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Speed Feedback Sign Program as set forth in this MOU.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** This MOU shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of three (3) years. Either party shall have the right to terminate this MOU upon thirty (30) days’ written notice to the other party.

In the event that Municipality terminates this MOU prior to the end of the 3-year term, Municipality shall, at its expense, return the Sign to the applicable MassDOT District Office.

2. **Sign.** MassDOT will provide a Trailer Mount battery-powered portable speed feedback sign (“Sign”) to Municipality.
3. **Funding, Ownership, Operation and Maintenance.** MassDOT will fund the entire cost of the Sign, including the cost of delivery to Municipality. Title to the Sign will pass to Municipality upon delivery. Municipality, at its sole cost, assumes sole responsibility for the registration, installation, operation, maintenance, storage, disposal at the end of service life, and other handling of the Sign. Training of Municipality’s personnel on the operation of the Sign will be conducted by MassDOT and/or the vendor of the Sign, free of charge, at a MassDOT District Office to be designated. The Sign shall be maintained and operated in accordance with the best standards for such devices and all power charges for the operation and/or functioning of the Sign shall be the responsibility of Municipality. Municipality shall not return the Sign to MassDOT at the end of this MOU (except as provided in Section 1 above regarding early termination) and MassDOT shall not be responsible for replacement of the Sign at the end of its service life.

Within one (1) year of delivery of the Sign to Municipality, Municipality will provide a brief written report to MassDOT describing Municipality's experiences [training, installation, data collection, removal, associated costs (including without limitation time spent) and benefits and any unintended consequences both positive and negative]. This report is separate from the data reporting requirements in Section 6.

4. **Location of Sign.** Municipality will have sole discretion in determining the location of the Sign provided that the Sign remains in a rural area of Municipality. Municipality intends to place the Sign on rural roads owned by Municipality. In the event that Municipality desires to place the Sign on a rural road or highway in Municipality that is owned by the Commonwealth of Massachusetts, Municipality shall first obtain an access permit from the applicable MassDOT District Office and comply with all related requirements.

With prior written consent from MassDOT, Municipality shall have the ability to loan the Sign to a neighboring town for placement in a rural area of said town. If MassDOT's consent is granted, said town will be required to electronically deliver to MassDOT all data gathered from the Sign in accordance with Section 6 of this MOU and Municipality shall be responsible for all acts and omissions of the town in connection with said Sign. As part of its consent, MassDOT may require the town to execute an MOU.

5. **Minimum Use of Sign.** While it is preferred by MassDOT that Municipality keep the Sign fully operational and in use at all times, Municipality agrees to keep the Sign fully operational and in use at least three (3) times per year during the term of this MOU. At each such time, Municipality will ensure that the Sign is fully operational and in use for at least two (2) weeks.
6. **Data.** Municipality shall electronically deliver to MassDOT all data gathered from the Sign during the term of this MOU. Such data will be delivered to MassDOT in a form and manner acceptable to MassDOT (including without limitation in accordance with any information security protocols designated by MassDOT, if applicable), at such times to be mutually determined by the Parties but no less frequently than within one (1) month of removal of the Sign from a deployed location.

In order to evaluate the effect of the Sign on drivers' speeds, Municipality will gather data in the following manner for each location at which the Sign is placed:

- a. For the first three (3) days of Sign placement, the Sign will be turned on in order to gather data, but the speed feedback information will not be visible to drivers (i.e., sign is dark);
- b. Beginning on the fourth day, the speed feedback information will be visible to drivers;
- c. Three (3) days prior to removal of the Sign from the location, the Sign will still be turned on, but the speed feedback information will not be visible to drivers.

7. **Compliance with Laws.** Each Party, in exercising its rights and obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.
8. **Cooperation - Further Actions.** The Parties agree to cooperate and collaborate in good faith on all aspects of this MOU. Each of the Parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this MOU and as are consistent with the terms hereof.
9. **Indemnification.** To the extent allowed by law, Municipality shall indemnify, defend and save harmless MassDOT from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against MassDOT in connection with Municipality's activities under this MOU except to the extent arising from the gross negligence or willful misconduct of MassDOT or its agents or employees.
10. **Insurance.** During the term of this MOU, Municipality shall continually maintain, with insurance carriers licensed to do business in the Commonwealth of Massachusetts, the following insurance:
 - a. Commercial General Liability Insurance
Commercial General Liability insurance for personal injury, bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). Coverage shall be equivalent to ISO Form CG 01 01 12 07. Coverage shall be provided on a first dollar basis without a deductible.
 - b. Workers' Compensation Insurance
Coverage A Workers' Compensation: Statutory as required by Massachusetts law.

Coverage B Employer's Liability: (i) bodily injury by accident Five Hundred Thousand Dollars (\$500,000.00) each accident, (ii) bodily injury by disease Five Hundred Thousand Dollars (\$500,000.00) each employee and (iii) bodily injury by disease Five Hundred Thousand Dollars (\$500,000.00) policy limit.
 - c. Automobile Liability Insurance
Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of Municipality and its subcontractors and consultants that are used in the activities permitted hereunder.
 - d. Umbrella
Umbrella insurance with limits at least equal to Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. Self-insured retention shall not exceed Ten Thousand Dollars (\$10,000.00). Coverage shall be equivalent or broader than the coverage afforded on the underlying Commercial General Liability, Automobile Liability and Employer's Liability grant within the Workers' Compensation policy.

All policies shall have a minimum AM Best Rating of A-IX and MassDOT shall be named as an additional insured on all policies except for Workers' Compensation. All policies shall contain a waiver of subrogation in favor of MassDOT and the Workers' Compensation policy shall be specifically endorsed to provide such waiver.

Municipality shall provide proof of the foregoing coverage upon the request of MassDOT. Said proof of insurance may be in the form of a self-insurance letter if Municipality chooses to self-insure.

Prime contractors engaged by Municipality to perform activities under this MOU shall obtain the above minimum insurance coverages and shall name MassDOT as an additional insured thereunder on all policies except for Workers' Compensation. All such contractor policies shall contain a waiver of subrogation in favor of MassDOT and the Workers' Compensation policy shall be specifically endorsed to provide such waiver. The contractor policies shall be primary and noncontributory and the contractor's Commercial General Liability and Umbrella policies shall sit in excess of Municipality's Commercial General Liability and Umbrella policies required under this MOU.

11. **Limitation on Damages.** Notwithstanding anything to the contrary contained in this MOU, in no event shall either Party be liable to the other for indirect, special, consequential or punitive damages of any nature or for any reason whatsoever.
12. **Consent.** Where, pursuant to this MOU, the consent or approval of one Party shall be required, requested or appropriate, such Party agrees that its consent or approval shall not be unreasonably withheld, delayed or conditioned except as expressly provided otherwise in this MOU.
13. **Press Releases.** If either Party wishes to issue a press release regarding this MOU, the form and content of such release shall be approved in advance by both Municipality and MassDOT.
14. **Successors and Assigns.** This MOU shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. This MOU may not be assigned without the prior written consent of MassDOT and Municipality.
15. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
 Highway Division of Traffic & Safety Engineering
 10 Park Plaza
 Boston, MA 02116
 Attention: _____

With a copy to:

Massachusetts Department of Transportation
Office of the General Counsel
10 Park Plaza
Boston, MA 02116
Attention: General Counsel

If to Municipality: Town of Holland
Board of Selectmen
27 Sturbridge Rd
Holland, MA 01521
Attention: Town Administrator

With a copy to:

Town of Holland
Police Department
27 Sturbridge Rd
Holland, MA 01521
Attention: Chief of Police

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

16. **Authority.** The individuals executing this MOU represent that they are empowered and duly authorized to so execute this MOU on behalf of the Parties they represent.
17. **Miscellaneous.** This MOU represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOU may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOU shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Municipality and MassDOT have caused this MOU to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Town of Holland

By: Stacy Stout

Name: Stacy Stout

Title: Town Administrator