

NEW BUSINESS

8-11-14

June 26, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Design Development Invoice #3 (WP #94154): May 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in May 2014 for services related to Design Development (50% Design) - Phase B, Task 2.A.1 through 2.A.17.

Environmental Partners has reviewed WP's invoice #94154 and the progress on the tasks during this period. The work includes continued design work in preparation for the 50% design submittal. New efforts included development of process and instrumentation diagrams and electrical on-line diagrams for some unit processes. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown and equal to 80% complete for the 50% design submittal.

Environmental Partners recommends that the invoice be paid in full in the amount of \$187,954.20 for this billing period. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657-0276.

ENVIRONMENTAL PARTNERS GROUP, INC.


Paul C. Millett, P.E.
Project Manager

Attachments:

WP invoice and cover letter May 2014. #94154

June 16, 2014
W-P Project No. 12760

Mr. Paul C. Millett
Environmental Partner's Group, Inc.
Town of Middleborough - Owner's Project Manager
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

**Subject: Middleborough, Ma- Water Pollution Control Facility (WPCF) Upgrade
Wright-Pierce May 2014 Invoices**

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through May 2014 related to the Middleborough WPCF Upgrade. A brief summary of the work completed for each of the phases is summarized below:

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase B – 50% Design

- Task 2.A.1. – Complete selection and size of all major process equipment
 - Pretreatment Building – Continue to evaluate the components of the grit removal systems (grit tank diffusers, grit screw, grit pumps, grit washer, etc.).
 - Continued to develop design of the new Control Building pump room including dewatering feed pumps and RAS and WAS Pumps.
 - Continue to evaluate design of the mixing system for the Aeration Tanks (diffusers vs hyperbolic turbine mixer/aerator).
 - Continue to develop design of the sludge dewatering screw presses and floc tanks including access requirements.
 - Develop layout for new effluent mag meter.
- Task 2.A.2. – Prepare mechanical drawings for process improvements
 - Continue to develop plans and sections in the Control Building including dewatering feed pump.
 - Continue to develop plans and sections for the Sludge Building.
 - Continue to develop plan and piping for the Tertiary Filters.
- Task 2.A.3. – Complete constructability and operability review
 - Continue to develop constructability plan for the entire WPCF upgrade including how to maintain existing WPCF treatment.
 - Evaluated options to provide access for the Town's sludge trucks to do sludge removal and for chemical deliveries during the 2-year construction period.



- Continued to evaluate weights of new sludge dewatering screw presses and options for support the existing base slab in the Sludge Dewatering Building.
- Continue to evaluate constructing the Maintenance Garage on top of the existing Sand Filter Building foundation.
- Continued to evaluate the access road in and out of the WPCF for leachate and septage haulers.
- Task 2.A.4. – Prepare Site Plans
 - Developed site plan for grading and drainage.
- Task 2.A.5. – Coordinate with other disciplines on final room sizes and layouts.
 - Continue to develop building floor plans, elevations, and sections for the Tertiary Treatment Building.
- Task 2.A.6. – Finalize structural requirements for buildings and facilities.
 - Evaluated structural requirements for the Sludge Dewatering Building including support of the new presses.
 - Continued to perform structural analysis for the Control Building Addition.
- Task 2.A.7. – Coordinate with Electrical and Building Services.
 - Continued to develop plan for the new electrical services with Middleborough G&E.
- Task 2.A.8. – Finalize major and ancillary equipment sizing and line sizing calculations.
 - Continue to perform hydraulic calculations for process equipment and systems.
 - Developed layout and location of new effluent flow meter.
- Task 2.A.9. – Prepare sizing calculations for HVAC equipment.
 - Evaluated HVAC requirements for the Tertiary Building and Control Building Addition.
- Task 2.A.10. – Prepare HVAC Block Diagrams and HVAC Control philosophy.
 - Developed HVAC block diagrams for the Tertiary Building and Sludge Dewatering Building.
- Task 2.A.11. – Finalize all P&IDs for all processes. Summarize SCADA, I&C and control interfaces and equipment requirements
 - Developed P& IDs for leachate and septage receiving stations.
 - Developed P&IDs for RAS, WAS and Sludge Pumps.
- Task 2.A.12. – Finalize WPCF Security feature and plans.
 - Finalize final security plan with the Town.
- Task 2.A.13. – Finalize number and location of MCCs.
 - Continued to develop locations of all MCCs for the completed WPCF upgrade.
- Task 2.A.14. – Update One-Line electrical diagrams and confirm all facilities load and power distribution.
 - Updated one-line diagram for MCC-1, MCC-2, MCC-3 and MCC-4.
- Task 2.A.15. – Develop infrastructure requirements and layout for telephone, communications, data highways (LAN, WAN, SCADA), cable, and radio communications
 - Evaluated network diagram for all communications based highways.
- Task 2.A.16. – Develop lighting concepts and layouts for facilities interior and exterior lighting.
 - Continue to develop a site lighting plan throughout the facility.
- Task 2.A.17. – Prepare a first draft of technical specifications.
 - Updated Basis of Design Data submitted with the 50% design package.



Middleborough WPCF Task III Pilot Testing – Wright Pierce Project #12760 Phase D

- Task 3.A.8. – Pilot Testing Report
 - Finished the pilot testing phase of the WPCF upgrade.

Middleborough WPCF Subcontracts – Wright Pierce Project #12760 Phase G

- Task 3.B.3. – Geotechnical
 - Coordinate in field with geotechnical engineer for the new borings.
 - Review updated geotechnical report from geotechnical engineer.

We appreciate the opportunity to work with the Town and EPG on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE

A handwritten signature in black ink, appearing to read "Jon W. Hume".

Jon W. Hume, P.E.
Project Manager



Water
Wastewater
Infrastructure

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 94154
Project: 12760
Phase: B
Project Name: Middleborough MA - WPCF Upgrade
Invoice Date: Jun-12-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Apr-26-2014 To May-30-2014

RELATED TO: Design Upgrades Ph (50%)

REFERENCE: Contract dated May 13, 2013.

| | |
|----------------------------------|--------------------------|
| Total Project Fee Authorized | 626,514.00 |
| Percent Complete as of 5/30/2014 | <u>80.00</u> |
| Fee Earned To Date | 501,211.20 |
| Less Previous Billings | 313,257.00 |
| Amount Due this Invoice | <u><u>187,954.20</u></u> |

BILLING RECAP

| | |
|------------------------|--------------------------|
| Previous Billings | 313,257.00 |
| Current Billing Amount | 187,954.20 |
| Fee Earned To Date | <u>501,211.20</u> |
| Amount Received | 75,181.68 |
| Balance Due | <u><u>426,029.52</u></u> |

Invoices are due upon receipt. If not paid by Jul-12-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume



Water
Wastewater
Infrastructure

PLEASE REMIT WITH PAYMENT

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 94154
Project: 12760
Phase: B
Project Name: Middleborough MA - WPCF Upgrade
Invoice Date: Jun-12-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Apr-26-2014 To May-30-2014

RELATED TO: Design Upgrades Ph (50%)

REFERENCE: Contract dated May 13, 2013.

| | |
|----------------------------------|--------------------------|
| Total Project Fee Authorized | 626,514.00 |
| Percent Complete as of 5/30/2014 | <u>80.00</u> |
| Fee Earned To Date | 501,211.20 |
| Less Previous Billings | 313,257.00 |
| Amount Due this Invoice | <u><u>187,954.20</u></u> |

BILLING RECAP

| | |
|------------------------|--------------------------|
| Previous Billings | 313,257.00 |
| Current Billing Amount | <u>187,954.20</u> |
| Fee Earned To Date | 501,211.20 |
| Amount Received | <u>75,181.68</u> |
| Balance Due | <u><u>426,029.52</u></u> |

Invoices are due upon receipt. If not paid by Jul-12-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) Upgrade
Wastewater Engineering Services - Wright-Pierce Project # 12760 Phase B - 50% Design Phase Development
Work Progress by Task
Period: April 26, 2014 Through May 30, 2014

| Task No | Task Description | Total Fee | % Complete This Period | Fee Earned This Period | Overall % Complete | Overall Fee Earned | Comments on Work Performed |
|-------------------------------------|--|----------------|------------------------|------------------------|--------------------|--------------------|--------------------------------------|
| 2.0 DESIGN DEVELOPMENT PHASE | | 626,514 | 30% | 187,954 | 80.0 | 501,211 | |
| 2.A.1 | Complete selection and size of all major process equipment (screenings, grit removal, clarifiers, aeration basins, filters, disinfection, sludge handling, odor control, etc.) | | 20% | - | 85% | - | |
| 2.A.2 | Prepare mechanical drawings (plans, sections and elevations as necessary) for all process improvements | | 15% | - | 80% | - | |
| 2.A.3 | Complete a constructability and operability review | | 20% | - | 50% | - | |
| 2.A.4 | Prepare site plans that include facility layouts, site access, grading, drainage, and utilities | | 40% | - | 90% | - | |
| 2.A.5 | Coordinate with other disciplines on final room sizes and layouts. Prepare and develop building floor plans, elevations, and sections for all buildings | | 30% | - | 90% | - | |
| 2.A.6 | Finalize structural requirements for buildings and facilities. Prepare preliminary structural plans, sections, and details | | 35% | - | 75% | - | |
| 2.A.7 | Coordinate with electrical and building services on all interior utility routing | | 25% | - | 75% | - | |
| 2.A.8 | Finalize major and ancillary equipment sizing and line sizing calculations. Assemble catalog cut sheets and prepare equipment data sheets for all process equipment | | 35% | - | 85% | - | |
| 2.A.9 | Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials | | 35% | - | 75% | - | |
| 2.A.10 | Prepare HVAC system block diagrams and confirm HVAC system control philosophy | | 45% | - | 75% | - | |
| 2.A.11 | Finalize P&IDs for all processes. Summarize I&C, SCADA, and other control interfaces and equipment requirements (including location, number, manufacturer, and size). | | 35% | - | 75% | - | |
| 2.A.12 | Finalize facility security features and plans | | 30% | - | 80% | - | |
| 2.A.13 | Finalize the number and location of motor control centers (MCCs) to be provided and location of MCCs, and equipment to be powered from each MCC | | 20% | - | 80% | - | |
| 2.A.14 | Update one-line electrical diagrams and confirm all facility loads and power distribution | | 35% | - | 75% | - | |
| 2.A.15 | Develop infrastructure requirements and layout for telephone communications, data highways (LAN, WAN, SCADA), cable, and radio communications | | 50% | - | 75% | - | |
| 2.A.16 | Develop lighting concepts and layouts for facility interior and exterior lighting | | 50% | - | 75% | - | |
| 2.A.17 | Prepare a first draft of all facility technical specifications | | 30% | - | 80% | - | |
| 2.A.18 | Prepare an estimate of probable construction costs after completion of the Design Development Phase. | | 40% | - | 70% | - | |
| 2.A.19 | Attend one (1) two-day value engineering workshop to identify alternatives and cost savings, and review these with the Client and OPM | | 0% | - | 0% | - | |
| 2.A.20 | Attend one (1) two-day workshop to review the work products with the Client and OPM | | 0% | - | 0% | - | |
| Total: | | 626,514 | 30% | 187,954 | 80% | 501,211 | <i>Wright-Pierce 30-May-2014</i> |

June 26, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Pilot Testing Invoice #9 (WP #94155): May 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in May 2014 for Pilot Testing Services, Phase D.

Environmental Partners has reviewed the invoice and the progress on the tasks during this period. During this period, WP developed the Technical Memorandum, the final deliverable, to summarize the pilot testing. This task is now 100% complete.

In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown. Environmental Partners recommends that the invoice be paid in full in the amount of \$5,715.30.

If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.

Project Manager

Attachments:

WP Invoice May 2014. #94155



Water
Wastewater
Infrastructure

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 94155
Project: 12760
Phase: D
Project Name: Middleborough MA - WPCF Upgrade
Invoice Date: Jun-12-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Apr-26-2014 To May-30-2014

RELATED TO: Pilot Testing

REFERENCE: Contract dated May 13, 2013.

| | |
|----------------------------------|------------------------|
| Total Project Fee Authorized | 114,306.00 |
| Percent Complete as of 5/30/2014 | <u>100.00</u> |
| Fee Earned To Date | 114,306.00 |
| Less Previous Billings | 108,590.70 |
| Amount Due this Invoice | <u><u>5,715.30</u></u> |

BILLING RECAP

| | |
|------------------------|------------------------|
| Previous Billings | 108,590.70 |
| Current Billing Amount | 5,715.30 |
| Fee Earned To Date | <u>114,306.00</u> |
| Amount Received | 108,590.70 |
| Balance Due | <u><u>5,715.30</u></u> |

Invoices are due upon receipt. If not paid by Jul-12-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Serving Clients Throughout the Northeast | www.wright-pierce.com

99 Main Street
Topsham, ME 04086 USA
Phone 207.725.8721 | Fax 207.729.8414



Water
Wastewater
Infrastructure

PLEASE REMIT WITH PAYMENT

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 94155
Project: 12760
Phase: D
Project Name: Middleborough MA - WPCF Upgrade
Invoice Date: Jun-12-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Apr-26-2014 To May-30-2014

RELATED TO: Pilot Testing

REFERENCE: Contract dated May 13, 2013.

| | |
|----------------------------------|------------------------|
| Total Project Fee Authorized | 114,306.00 |
| Percent Complete as of 5/30/2014 | <u>100.00</u> |
| Fee Earned To Date | 114,306.00 |
| Less Previous Billings | 108,590.70 |
| Amount Due this Invoice | <u><u>5,715.30</u></u> |

BILLING RECAP

| | |
|------------------------|------------------------|
| Previous Billings | 108,590.70 |
| Current Billing Amount | 5,715.30 |
| Fee Earned To Date | <u>114,306.00</u> |
| Amount Received | 108,590.70 |
| Balance Due | <u><u>5,715.30</u></u> |

Invoices are due upon receipt. If not paid by Jul-12-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Serving Clients Throughout the Northeast | www.wright-pierce.com

99 Main Street
Topsham, ME 04086 USA
Phone 207.725.8721 | Fax 207.729.8414

Middleborough - Water Pollution Control Facility (WPCF) - Pilot Testing Services
Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase D)
Work Progress by Task
Period: April 26, 2014 Through May 30, 2014

| Task No | Task Description | Total Fee | % Complete This period | Fee Earned This Period | Overall % Complete | Overall Fee Earned | Comments |
|---------------|--|-------------------|------------------------|------------------------|--------------------|--------------------|--------------------------------------|
| 3.A | PILOT TESTING SERVICES | \$114,306 | 5% | \$ 5,715 | 100% | \$ 114,306 | |
| 3.A.1 | Conduct meetings with plant staff | | 0% | - | 100% | - | |
| 3.A.2 | Develop Pilot Testing Protocol | | 0% | - | 100% | - | |
| 3.A.3 | Coordinate with three disc manufacturers | | 0% | - | 100% | - | |
| 3.A.4 | Work with WPCF staff to identify location. Plant staff to assist with set-up of pilot units. | | 0% | - | 100% | - | |
| 3.A.5 | Coordinate with plant staff to provide coagulant (Ferric Chloride) | | 0% | - | 100% | - | |
| 3.A.6 | Perform Periodic Site Visits During Pilot Testing | | 0% | - | 100% | - | |
| 3.A.7 | Review Pilot Test Data and Performance Reports | | 0% | - | 100% | - | |
| 3.A.8 | Develop a Technical Memorandum to summarize the pilot testing | | 5% | - | 100% | - | |
| Total: | | \$ 114,306 | 5% | \$ 5,715 | 100% | \$ 114,306 | <i>Wright-Pierce 30-May-2014</i> |

June 26, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Designer Invoice #19 (WP #94157): May 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in April 2014 for services related to Subcontractor Services, Phase G, Task 1.

Environmental Partners has reviewed WP invoice #94157 and the progress on the tasks during this period. WP continued to work with the geotechnical services subcontractor on new borings, and reviewed the geotechnical report. In our opinion, the invoice is commensurate with an overall progress of approximately 84% based on the original budget and scope.

Environmental Partners recommends that the invoice be paid in full in the amount of \$10,850.10. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.
Project Manager

Attachments:

WP Invoice May 2014. #94157



Water
Wastewater
Infrastructure

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 94157
Project: 12760
Phase: G
Project Name: Middleborough MA - WPCF Upgrade
Invoice Date: Jun-12-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Apr-26-2014 To May-30-2014

RELATED TO: Subcontractor Services
REFERENCE: Contract dated May 13, 2013.

| | |
|----------------------------------|-------------------------|
| Total Project Fee Authorized | 77,357.00 |
| Percent Complete as of 5/30/2014 | <u>84.03</u> |
| Fee Earned To Date | 65,000.00 |
| Less Previous Billings | 54,149.90 |
| Amount Due this Invoice | <u><u>10,850.10</u></u> |

BILLING RECAP

| | |
|------------------------|-------------------------|
| Previous Billings | 54,149.90 |
| Current Billing Amount | 10,850.10 |
| Fee Earned To Date | <u>65,000.00</u> |
| Amount Received | 42,800.00 |
| Balance Due | <u><u>22,200.00</u></u> |

Invoices are due upon receipt. If not paid by Jul-12-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume



Water
Wastewater
Infrastructure

PLEASE REBIT WITH PAYMENT

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice # : 94157
Project : 12760
Phase : G
Project Name : Middleborough MA - WPCF Upgrade
Invoice Date : Jun-12-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Apr-26-2014 To May-30-2014

RELATED TO: Subcontractor Services
REFERENCE: Contract dated May 13, 2013.

| | |
|----------------------------------|-------------------------|
| Total Project Fee Authorized | 77,357.00 |
| Percent Complete as of 5/30/2014 | <u>84.03</u> |
| Fee Earned To Date | 65,000.00 |
| Less Previous Billings | 54,149.90 |
| Amount Due this Invoice | <u><u>10,850.10</u></u> |

BILLING RECAP

| | |
|------------------------|-------------------------|
| Previous Billings | 54,149.90 |
| Current Billing Amount | 10,850.10 |
| Fee Earned To Date | <u>65,000.00</u> |
| Amount Received | 42,800.00 |
| Balance Due | <u><u>22,200.00</u></u> |

Invoices are due upon receipt. If not paid by Jul-12-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) - Subcontracts
Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase G)
Work Progress by Task
Period: April 26, 2014 Through May 30, 2014

| Task No | Task Description | Total Fee | % Complete This period | Fee Earned This Period | Overall % Complete | Overall Fee Earned | Comments |
|---|-------------------------|---------------|------------------------|------------------------|--------------------|--------------------|--------------------------------------|
| I. Design Development Subcontractor Services | | 77,357 | 14% | 10,850 | 84% | 65,000 | |
| 1.B.1 | Survey | | 0% | - | 100% | - | |
| 1.B.2 | Lead & Asbestos Testing | | 0% | - | 100% | - | |
| 1.B.3 | Geotechnical | | 15% | - | 100% | | |
| 1.B.4 | Environmental Testing | | 0% | - | 0% | | |
| 1.B.5 | Others Services | | 10% | - | 30% | - | |
| | Total: | 77,357 | 14% | 10,850 | 84% | 65,000 | <i>Wright-Pierce 30-May-2014</i> |

July 18, 2014
W-P Project No. 12760 Phase H

Mr. Charles J. Cristello
Town of Middleborough - Town Manager
10 Nickerson Avenue
Middleborough, MA 02346

Subject: Middleborough, Ma- Comprehensive Wastewater Management Plan (CWMP)
Wright-Pierce June 2014 Invoices

Dear Charles:

Please find the attached invoice for engineering services completed through June 2014 related to the Middleborough Comprehensive Wastewater Management Plan (CWMP). A brief summary of the work completed for the CWMP is summarized below:

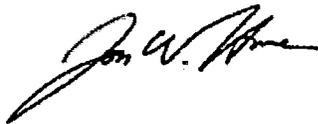
Middleborough CWMP Phase II – Wright Pierce Project #12760 Phase H

- Developed description of wastewater alternatives and disposal methods.
- Developed wastewater solutions for the needs areas outline under Phase 1 CWMP.
- Ranked wastewater disposal alternatives suitable for Middleborough.

We appreciate the opportunity to work with the Town on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE



Jon W. Hume, P.E.
Project Manager

Town of Middleborough
 Middleborough Town Hall
 10 Nickerson Avenue
 Middleborough, MA 02346

Invoice # : 94719
 Project : 12760
 Phase : H
 Project Name : Middleborough MA - WPCF Upgrade
 Invoice Date : Jul-10-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period May-31-2014 To Jun-27-2014

RELATED TO: CWMP

REFERENCE: Contract dated May 13, 2013.

| | |
|----------------------------------|-------------------------|
| Total Project Fee Authorized | 140,500.00 |
| Percent Complete as of 6/27/2014 | <u>36.51</u> |
| Fee Earned To Date | 51,300.00 |
| Less Previous Billings | 37,000.00 |
| Amount Due this Invoice | <u>14,300.00</u> |

BILLING RECAP

| | |
|------------------------|-------------------------|
| Previous Billings | 37,000.00 |
| Current Billing Amount | 14,300.00 |
| Fee Earned To Date | <u>51,300.00</u> |
| Amount Received | 37,000.00 |
| Balance Due | <u>14,300.00</u> |

Invoices are due upon receipt. If not paid by Aug-10-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)**

NOTICE OF BETTERMENT AGREEMENT August 4, 2014
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated January 13, 2014 with Brian Marble
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 49 Wareham Street
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County

Registry of Deeds in Book 19387, Page 332
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Sixteen Thousand Four Hundred Forty Five & .49/100 (\$ 16,445.49).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane Stewart

Stephen J McKinnon

**Board of Selectmen
Town of Middleborough**

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Jacqueline M. Shanley**

**(Seal)
My commission expires:**



TOWN OF MIDDLEBOROUGH
Town Clerk's Office
Bank Building, 20 Centre Street
Middleborough, Massachusetts 02346-2250
508-946-2415 phone
508-946-2308 fax

Allison J. Ferreira
Town Clerk

MEMORANDUM

TO: Board of Selectmen

FROM: Allison J. Ferreira, Town Clerk 

DATE: July 28, 2014

RE: *Certificate of Registration for Fuel Storage – 2014*

Lorden Oil Co., Inc., d/b/a Lorden Propane has requested a Certificate of Registration for Fuel Storage for 2014. The Board voted on and executed a license on June 16, 2014 for Lorden Propane for the location of Map 94, Lot 1026 which was issued to Mr. Lorden on July 28, 2014.

Kindly vote to issue the Certificate of Registration for Fuel Storage to Lorden Propane subject to the receipt of all required documentation being filed with the Town Clerk's office.

Should you have any questions or concerns, please do not hesitate to contact me.

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR STATE PRIMARY ELECTION
SEPTEMBER 9, 2014

PLYMOUTH, SS.

To the Constables of the Town of Middleborough

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

- Precinct 1 Oak Point Club House
 202 Oak Point Drive
- Precincts 2, 4, 6 Middleborough High School Gymnasium
 71 East Grove Street (Route 28)
- Precinct 3 South Middleborough Fire Station
 566 Wareham Street (Route 28)
- Precinct 5 Leonard E. Simmons Senior Multi Service Center
 558 Plymouth Street

on TUESDAY, THE NINTH DAY OF SEPTEMBER, 2014, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primary for the candidates of political parties for the following offices:

- SENATOR IN CONGRESS..... FOR THIS COMMONWEALTH
- GOVERNOR..... FOR THIS COMMONWEALTH
- LIEUTENANT GOVERNOR..... FOR THIS COMMONWEALTH
- ATTORNEY GENERAL..... FOR THIS COMMONWEALTH
- SECRETARY OF STATE..... FOR THIS COMMONWEALTH
- TREASURER AND RECEIVER GENERAL..... FOR THIS COMMONWEALTH
- AUDITOR..... FOR THIS COMMONWEALTH
- REPRESENTATIVE IN CONGRESS..... NINTH CONGRESSIONAL DISTRICT
- COUNCILLOR..... FIRST COUNCILLOR DISTRICT
- SENATOR IN GENERAL COURT..... FIRST PLYMOUTH & BRISTOL DISTRICT
- REPRESENTATIVE IN GENERAL COURT..... SECOND PLYMOUTH DISTRICT
- REPRESENTATIVE IN GENERAL COURT..... TWELFTH PLYMOUTH DISTRICT
- REPRESENTATIVE IN GENERAL COURT..... TWELFTH BRISTOL DISTRICT
- DISTRICT ATTORNEY..... PLYMOUTH DISTRICT
- REGISTER OF PROBATE..... PLYMOUTH COUNTY
- COUNTY COMMISSIONERS..... PLYMOUTH COUNTY
- COUNTY TREASURERS..... PLYMOUTH COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 11th day of August, 2014.

Allin John Frawley

Stephen James McKinnon

John M. Knowlton

Diane C. Stewart

Leilani Dalpe

Board of Selectmen
Town of Middleborough

Pursuant to the instructions contained in the above Warrant, I have notified and warned all inhabitants of said Town of Middleborough, qualified to vote as expressed in said Warrant, to meet at the time and place for the purpose specified by causing an attested copy of the same to be published in the Middleborough Gazette on the 21ST day of August 2014, that date being more than seven days before the time specified for said Election.

Bruce Gates, Police Chief

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

July 31, 2014

Board of Selectmen
Town Hall
Middleborough, MA 02346

RE: Auxiliary Appointment

Honorable Board,

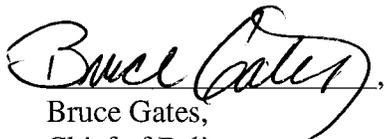
I would recommend appointing the following as an Auxiliary Police Officer:

John C. Ponte Jr.

He has completed Municipal Police Training Committee basic course of training for Reserve/Intermittent Police Officers.

Ponte has a clean background check.

Respectfully Submitted,


Bruce Gates,
Chief of Police

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

July 23, 2014

Board of Selectmen
Town Hall
Middleborough, MA 02346

RE: Sergeant Promotion

Honorable Board,

The Police Department has currently one vacant Sergeant position. Also with the upcoming anticipated promotion from within the Police Department there will be another vacant supervisor position open soon.

I would recommend that the Board vote to promote Police Officer Gregory E. Trask to the position of Police Sergeant. Officer Trask is the sole candidate eligible to be promoted on the civil service list at this time.

It is my recommendation to make this appointment effective August 24, 2014.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Bruce Gates", is written over a horizontal line.

Bruce Gates,
Chief of Police,

C/c Charles Cristello
Town Manager

**AGREEMENT BETWEEN
OCEAN SPRAY CRANBERRIES, Inc.
AND
THE TOWN OF MIDDLEBOROUGH**

This Agreement dated this 30th day of June 2014, is between the TOWN OF MIDDLEBOROUGH ("the Town") and OCEAN SPRAY CRANBERRIES, INC. ("Ocean Spray") with an office located in Lakeville-Middleboro, Massachusetts.

WHEREAS, the Town operates a water pollution control facility ("POTW") which treats wastewater from industrial and residential sources located within the Town of Middleborough; and

WHEREAS, Ocean Spray operates an Industrial Pretreatment Facility ("IPS") which treats its wastewater; and

WHEREAS, Ocean Spray desires to discharge the wastewater from its IPS to the POTW, and the POTW desires to accept Ocean Spray's wastewater for treatment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. The Sewer System

- A. The Town's POTW treats both domestic and industrial sewage before it is discharged into the Nemasket River. The POTW operates a pre-treatment program which incorporates discharge limits set by the Massachusetts Department of Environment Protection ("DEP") and the U.S. Environmental Protection Agency ("EPA").
- B. During 1988 and 1989, Ocean Spray constructed its IPS to equalize flow, neutralize pH, treat solids and BOD in its wastewater before discharging its wastewater to the POTW.
- C. Ocean Spray connects to the Town's sewer collection system at the Town's "Wood Street Pump Station" located across from the main entrance of the Middleboro Ocean Spray processing plant.

2. Guarantee of Capacity and Ocean Spray's IPS Limitations

The Town shall receive, transport and treat by means of the POTW the wastewater discharged from the Ocean Spray's IPS in volume and strengths not to exceed the following limits:

| Parameter | Daily Max. (lbs/day) | Daily Avg. (lbs/day) |
|-----------|----------------------|----------------------|
| Flow | 0.400 MGD | 0.350 MGD |
| BOD | 834 | 730 |
| TSS | 834 | 730 |

| | | |
|-------------|--------------|--------------|
| NH as N | 67 | 30 |
| Phosphorous | 15 | 15 |
| pH | 5.5 - 9.5 su | 5.5 - 9.5 su |

If there were to be a need to increase pump station capacity beyond the 400,000 g.p.d., the cost would be born entirely by Ocean Spray.

3. Operations and Maintenance of the Facilities

The Town shall be responsible for management and operation of the POTW. The POTW shall be operated and maintained in conformity with standard established by the EPA, DEP and with other applicable state and local standards. The quantity of wastewater discharged by Ocean Spray into the POTW shall be measured at Ocean Spray's metering / sampling location at the automatic sampler on Ocean Spray's effluent discharge at the IPS.

4. Ocean Spray's IPS

Ocean Spray shall operate and maintain at its sole expense, its IPS, including its pretreatment facilities as necessary to maintain the volume and strength of wastewater within the limits set forth in the permit.

5. Quality of Ocean Spray's Wastewater

- A. Normal Operations: Ocean spray's wastewater shall be pretreated to the extent required by applicable federal, state and local laws, regulations and permits, and as required to avoid damage (other than ordinary wear and tear) to the POTW or the biological processes necessary for their proper operation.
- B. Inspections: The Town and Ocean Spray may, at any reasonable time, inspect the IPS and the POTW, and each entity shall cooperate with the other to determine the source of possible upsets, violations of applicable law, regulations and permits (including applicable NPDES permits).

6. Rates for Use

- A. The Town operates its POTW under an enterprise system whereby users pay their fair share of the current costs of operating and maintaining the POTW, including indirect costs, and administrative charge, depreciation and debt service. Treatment costs for Ocean Spray's process wastewater components entering into the POTW are based upon the following percentages for total POTW loading:

| | |
|-------------|--------------|
| Flow Volume | 34.9% |
| BOD | 35.4% |
| TSS | <u>29.7%</u> |
| | 100.0% |

B. Calculation of Rates

The rates to be paid by Ocean Spray to the Town for the use or availability of sewer service shall consist of:

- (1) An Industrial Rate Component discharge 001:
 - (a) The industrial rate component shall be applied to volume;
 - (b) a rate for BOD treatment;
 - (c) a rate for TSS treatment; and
 - (d) meter charges for a 6" and 8" meter.

- (2) A Sanitary Rate Component for discharge 002 billed as conventional sewage.

C. Industrial Rate Component

Effective 07/01/2014

- (1) Flow \$3,547.31 per million gallons
- (2) BOD \$1.720 per pound
- (3) TSS \$1.445 per pound
- (4) Meter Charge, Quarterly Billing
 - 6" meter \$739.31 per quarter
 - 8" meter \$1667.87 per quarter

If a general rate increase is placed in effect, Ocean Spray's rate shall be 2.3 times the basic rate of all other sewer users and shall be apportioned to flow, BOD and TSS at the percentages set forth in Section 6A. Charges for treatment of discharge in excess of the level set forth in the Permit and as allowed by Section 5 shall be at the rates set forth above plus any direct costs incurred for extraordinary operation and maintenance.

The Town shall provide Ocean Spray a summary of the annual review of all such costs, detailing expenditures and revenues related to operation and maintenance, the calculation of any adjustments to charge and the disposition of any surplus or deficit in money collected for payment of operation and maintenance costs. Ocean Spray shall have the right to review and require reasonable substantiation for any costs.

D. Sanitary Rate Component

Ocean Spray will be billed by the Town as a conventional sewage user under the established three-step basis. However, Ocean Spray will receive an annual allowance for each meter [2,000 c.f. or 15,000 gallons set forth in Section 6C (4)].

E. Phosphorous Treatment Expense Recovery

During the period that the Town of Middleborough is required to remove phosphorous pursuant to its NPDES Permit, Ocean Spray shall pay related chemical costs at the actual cost of the chemicals plus \$0.165 per gallon.

Ocean Spray shall be responsible for the costs associated with the removal of the amount of phosphorous authorized in their Industrial Wastewater Discharge Permit.

3.0 gallons of Ferric Chloride is required for each pound of phosphorous.

1.0 gallon of Poly-Aluminum Chloride is required for each pound of phosphorous.

The co-precipitation of phosphorous is necessary to meet a reduced phosphorous limit from 1.0 mg/L to 0.2 mg/L.

Ocean Spray charge / day shall be monthly based upon the number of days in the month. Invoice shall reflect details for charges.

7. Shutdown or Changes

In the event Ocean Spray desires to significantly reduce or stop operating its IPS, it shall provide the Town's POTW operator with at least three (3) days prior notice, except in cases of mechanical failure or for the causes beyond Ocean Spray's control. In these situations, Ocean Spray shall notify the POTW operator as soon as possible. Ocean Spray shall notify the POTW operator if Ocean Spray desires to significantly alter the components of its loading (flow and/or solids) to the POTW. Ocean Spray agrees to work with the POTW operator in order to allow for a smooth transition in operations or biological processes.

8. Payment of Rates and Fees

When the flow from Ocean Spray is less than 50% of the committed daily average flow on a monthly basis, a \$1,250.00 maintenance fee will be assessed. Where the committed daily flow is 350,000 gallons per day, the fee will be charge if the monthly daily average flow is less than 175,000 gallons per day.

The Town shall submit monthly bills to Ocean Spray for the payment of rates and fees. Ocean Spray's payment for treatment shall be due on the last day of the month for service during the immediately preceding month. Payment shall be made to the Town Collector for the Town of Middleborough. Ocean Spray shall pay interest on late monthly payments at a rate of 14% per annum.

A late monthly payment is a payment that is made by Ocean Spray more than thirty (30) days after the billing date. Ocean Spray or its agents shall at any reasonable time have the right to inspect the Town's records relating to the operation or costs of the Facilities. Bills shall be presumed to be in accordance with this agreement unless Ocean Spray gives notice within

ninety (90) days that the bill is inaccurate and states reasons for same. However, any objection shall not stay the payment of such bill or allow withholding by Ocean Spray.

9. Town Regulations

Except as otherwise provided in this agreement, Ocean Spray shall be subject to all standards, rules and regulations of the Town as now in effect and as the same hereafter may be amended, with respect to construction and operation and maintenance of side sewers, connection of side sewers and the internal system to the sewers of the Town, the permit fees therefore, the use of the sewers of the Town, the discharge of sewage and all other matters covered by such standards, rules or regulations and, in the event of delinquency, in payment of any charges imposed by the Town, shall be subject to the interest, penalty, lien and foreclosure provision of the resolutions of the Town and laws of the Commonwealth of Massachusetts applicable to the collection of charges for the use or availability of services by cities, and rules, regulations and resolutions of the Town pertaining to property served by the Town.

10. Resolution of Differences

In the event of a dispute between the Town and Ocean Spray concerning an amount to be paid by Ocean Spray under Section 6, either party may initiate the following process to resolve such dispute: Ocean Spray and the Town shall appoint one party each to represent them and these two shall appoint an acceptable third party not related to Ocean Spray or the Town. The three parties shall resolve the dispute by negotiating and voting on the matter. The Town and Ocean Spray agree to abide by the majority vote position.

11. Successors and Assigns

This agreement shall inure to the benefit of and be binding upon successors and assigns of the parties, and is not intended to confer rights or benefits upon any third party except as expressly stated herein. Performance of the obligations undertaken by Ocean Spray may not be assigned without the prior written consent of the Town, which consent shall not be unreasonably withheld.

12. Amendment or Modification

No amendment or modification of this Agreement, including any addition or deletion, shall be effective unless approved and executed by the parties in the same form and manner as, and subject to, the remaining provisions of this Agreement.

13. Governing Laws

This Agreement shall be governed and construed in accordance with the law of the Commonwealth of Massachusetts. Venue in connection with any arbitration or other legal proceedings affecting this contract shall be in Plymouth County, Massachusetts.

14. Number and Gender

This Agreement shall be construed that whenever applicable, the use of the singular number shall include the plural, the use of the plural number shall include the singular, the use of any gender shall be applicable to all genders, and shall similarly be construed as applicable to and including a corporation.

15. Notice

All notice and payments relating to this Agreement shall be made at the following addresses, unless the other party is otherwise previously notified in writing:

Notice to:

Wastewater Superintendent
Town of Middleborough
48 Wareham Street
Middleborough, MA 02346

Plant Manager
Ocean Spray Cranberries, Inc.
152 Bridge Street
Middleborough, MA 02346

Payments to:

Town Manager
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

Town Treasurer & Collector
Town of Middleborough
20 Centre Street
Middleborough, MA 02346

16. Term

The term of this Agreement shall be from July 1, 2014 to June 30, 2017 and shall automatically renew for three (3) year periods unless one party gives notice to terminate or renegotiate any terms of the Agreement at least six (6) months prior to the expiration of any three (3) year term.

17. Miscellaneous

- A. This Agreement supersedes and cancels the prior Agreement dated June 30, 1999 between the parties hereto, such cancellation to be effective on June 30, 2014.
- B. Nothing in this Agreement shall abridge the Town's right to implement and enforce its prevailing Sewer Ordinance.

- C. Ocean Spray shall comply with any and all federal, state or town laws, ordinances, regulations and permit of any kind, as the same may be amended from time to time, in connection with its pretreatment facility (IPS) and to its discharge of wastewater to POTW. If this agreement shall impose greater or more onerous obligations, duties or responsibilities upon Ocean Spray than those imposed or required by such laws, regulations, ordinances or permits, as amended, the Ocean Spray shall not be excused from the performance of such obligations and liabilities provided in this Agreement.

- D. Any leasing, rental or other assignment of space by Ocean Spray to another party shall be treated as a discharge separate from this agreement, and will require separate metering and permitting under the Town Industrial Pretreatment Program. Rates for such use shall be at the prevailing Town rate unless otherwise negotiated.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

TOWN OF MIDDLEBOROUGH

OCEAN SPRAY CRANBERRIES, INC.

By:

By:

S. Bowles
Plant Director
Title
Date: August 5, 2014

Date: _____

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that Ocean Spray Cranberries, Inc. has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Print name of person making certification
on behalf of contractor)



Town of Middleborough
Office of Economic & Community Development
20 Centre Street
Middleborough, MA 02346
Tel: 508-946-2402, Fax: 508-946-2413
JKudcey@Middleborough.com

August 5, 2014

Memorandum

To: Board of Selectmen Chair Stephen J. McKinnon
Board Members Allin Frawley, Diane Stewart, Leilani Dalpe and John M. Knowlton

From: Jane Kudcey, Office of Economic and Community Development (OECD)

RE: MassWorks Grant Application for Everett Square Revitalization

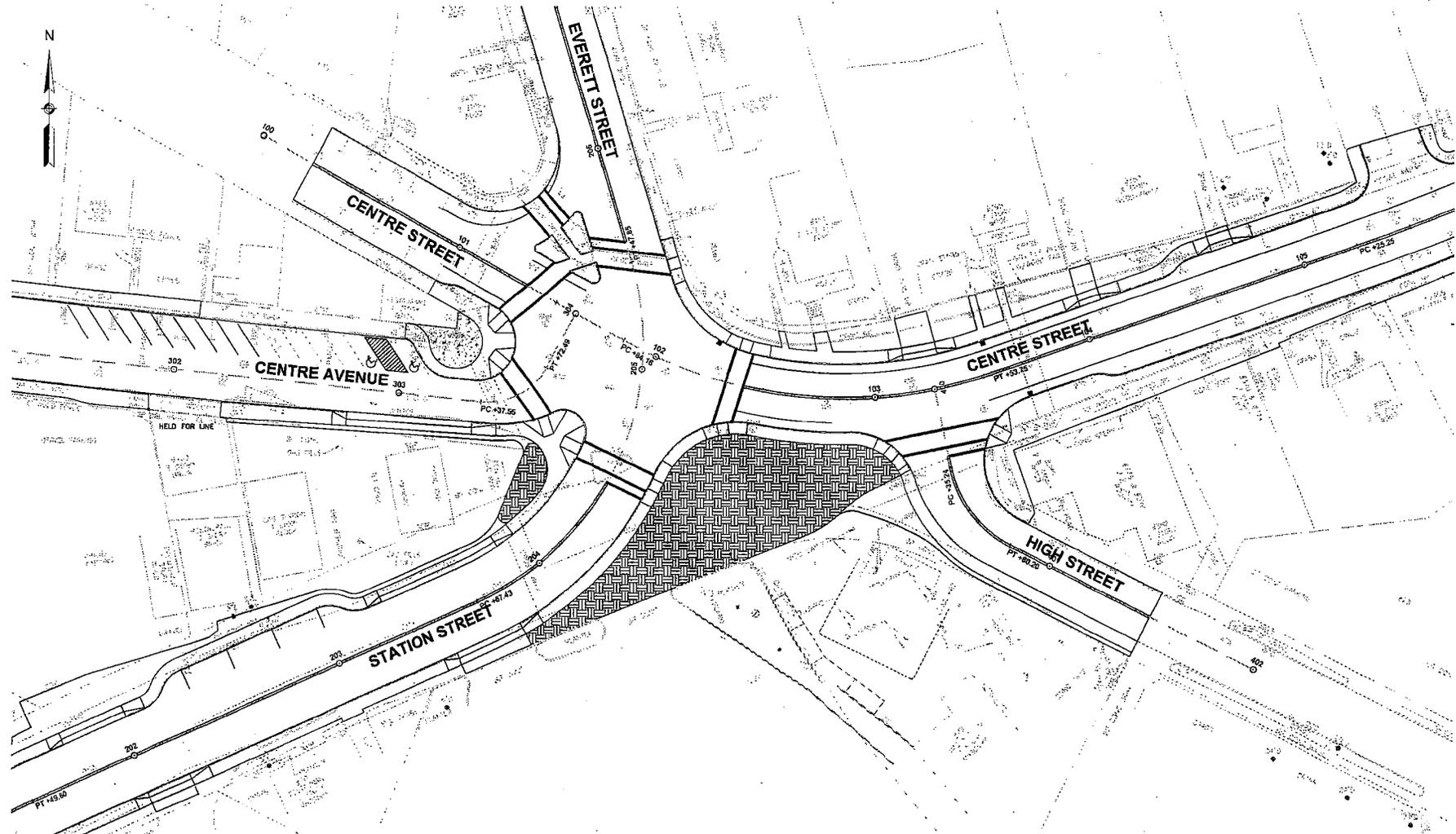
The OECD will be applying for approximately \$835,000 to the State Executive Office of Housing and Economic Development's (EOHED) MassWorks Infrastructure Program on August 29th for infrastructure improvements to the Downtown.

McMahon Associates has further developed the original design that was submitted last year so that the Town will be ready to proceed with the project upon award notification. Please see attached.

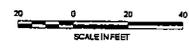
I am requesting a formal vote from the Board to authorize acceptance of state funding for this project should it be awarded and to authorize the Town Manager to sign the MassWorks application certification letter.

Thank you for your attention in this matter.

C: Charles Cristello, Town Manager



DRAFT
 NOT FOR CONSTRUCTION





CONTRACT BETWEEN
THE
GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
AND
THE TOWN OF MIDDLEBOROUGH
FOR TRANSIT SERVICE TO THE ELDERLY AND DISABLED
A DOWNTOWN SHUTTLE ROUTE
AND SERVICE BETWEEN THE CITY OF TAUNTON AND THE TOWN OF
MIDDLEBOROUGH

Agreement this 1st day of July 2014, by and between the Greater Attleboro-Taunton Regional Transit Authority (GATRA) a body politic and corporate of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 161B hereinafter referred to as "GATRA", and the Town of Middleborough, a duly organized and existing Massachusetts corporation, having a usual place of business in Middleborough, Massachusetts, hereinafter referred to as "Contractor".

WITNESSED

WHEREAS, GATRA desires to engage the Contractor to provide public transit services within and between the service area as further described in Exhibits 1, 1-2, 1-3, and 5 of the Agreement; and

WHEREAS, GATRA has identified a need for the provision of such service for elderly people and persons with disabilities residing in the above noted community, and

WHEREAS, GATRA has identified a need for the provision of a shuttle service for all Middleborough residents throughout downtown Middleborough as illustrated in Exhibit 5, and shuttle service between the City of Taunton and the Town of Middleborough;

NOW, THEREFORE, GATRA and the Contractor in consideration of the mutual covenants and agreements below, do hereby agree as follows:

I. OBLIGATIONS AND AGREEMENTS OF THE TOWN OF MIDDLEBOROUGH
("Contractor")

- A. The Contractor agrees that all of its drivers shall be duly licensed and have valid medical cards as required by the Commonwealth of Massachusetts, and under the regulations of the Federal Highway Administration. The Contractor further agrees to review the motor vehicle record of each driver it employs to determine whether that driver meets minimum requirements for safe driving or is disqualified to drive a commercial motor vehicle.

- B. The Contractor agrees that all drivers prior to working under this contract shall have successfully completed training in the following: Coaching the Van Driver, wheelchair lift and securement, Safe Transportation of the Public under the ADA, defensive driving, emergency evacuation procedures, bodily fluid spill procedures, cardiopulmonary resuscitation, basic emergency first aid, and drug & alcohol. Further, as required by the Massachusetts Department of Transportation's Mobility Assistance Program, drivers will be retrained: yearly in Coaching the Van Driver, wheelchair lift and securement, cardiopulmonary resuscitation, and drug & alcohol; every two years in basic emergency first aid; and every three years in Safe Transportation of the Public under the ADA.
- C. The Contractor agrees to only use GATRA owned vehicles for transit purposes as described in Exhibits 1, 1-2, 1-3, and 5.
- D. The Contractor agrees that it will comply with industry and vehicle manufacturer standards and a preventative maintenance schedule as prescribed by GATRA to maintain in good repair, mechanical condition and working order all vehicles utilized by the Contractor to provide service under this Agreement. Under this contract GATRA is responsible for the regular and preventative maintenance of all GATRA vehicles. This includes all parts, labor and associated costs. The Contractor is responsible to notify GATRA immediately of any deterioration or defect so that these may be corrected.
- E. The Contractor agrees to perform any reasonable physical improvements that may be required to GATRA owned vehicles in order to prepare them for use in said service. Said vehicles must be washed and cleaned thoroughly by the Contractor at least once per week.
- F. The Contractor agrees that it shall immediately report all accidents to the proper authorities, including the GATRA Administrator and will issue written reports concerning such accident to GATRA for its review within 48 hours of such accident.
- G. The Contractor agrees to document and resolve, if possible, any valid service complaints it receives and forward a report of the complaint as well as the resolution to the GATRA administrative office within the calendar month it occurs.
- H. The Contractor agrees that it will maintain ridership and revenue records consistent with requirements set forth by the Commonwealth of Massachusetts and the Federal Transit Administration (FTA), including, but not limited to fulfilling the FTA National Transit Database reporting requirements as required by GATRA. Contractor shall also be responsible for data collection and other service evaluation activities as specified by the GATRA Administrator.

- I. The Contractor agrees to submit invoices to GATRA by the seventh 7th day of the month for eligible services rendered during the previous month of operation in conformance with the costs as outlined in Exhibits 1, 1-2, and 1-3 of this Agreement and on the form provided.
- J. The Contractor agrees that it will maintain an accounting system for services rendered under this Agreement which is approved by GATRA.
- K. The Contractor understands that GATRA reserves the right to refuse payment of any item purchased over \$500.00 for which the Contractor has failed to obtain three estimates.
- L. The Contractor agrees that liquidated damages as provided in Exhibit 4 of this contract shall be deducted from its compensation due under Section "II" Paragraph A for violations of this contract.
- M. Any disputed costs for service must be appealed to the Advisory Board in writing within five (5) working days of the notice of such disallowance. The appeal will be heard by the Advisory Board at their next monthly meeting. All parties shall be notified by the GATRA Administrator of said appeal hearing within seven (7) days of the scheduled date. The appeal hearing shall be conducted in accordance with the provisions of Chapter 30A, Massachusetts General Laws. All parties will be notified of a decision within (30) days of the appeal hearing.
- N. All revenue received from fares, resulting from operation of this service, shall be the exclusive property of the Contractor, and shall be deducted from operating expenses billed to GATRA.
- O. The Contractor agrees that it shall be wholly liable for all suits, acts of its employees, damages and costs arising from the operation of the service(s) described in Exhibits 1, 1-2, 1-3, and 5 of this Agreement.
- P. The Contractor agrees to hold harmless, protect, defend and indemnify the Commonwealth of Massachusetts, GATRA and its officers, employees, agents and volunteers, jointly and severally, against all loss and/or damage arising out of the transportation services rendered under this Agreement including cost of defense provided such loss or damage is caused by the negligence of the Contractor.
- Q. Contractor is required to obtain worker's compensation insurance covering all employees of Contractor, as required by the Massachusetts Worker's Compensation Act, as amended.

- R. Any deductible not paid by applicable insurance is to be the responsibility of the Contractor and shall be paid by the Contractor as it relates to the vehicles designated herein and to the operation of said vehicles.

II. OBLIGATIONS AND AGREEMENT OF GATRA

- A. GATRA agrees to pay to the Contractor, by the thirtieth (30) day of each calendar month, commencing July 1, 2014 ending June 30, 2015 the amount as specified in the invoice submitted by the Contractor, less fares collected for the previous month of operation and liquidated damages assessed by GATRA. Invoices shall not exceed the budgeted cost for this service as specified in Exhibits 1, 1-2, and 1-3. Monthly costs are subject to the approval of GATRA. If the Contractor expends funds in excess of such budget amount for the provision of the services contained hereunder, such expenditure must be approved by GATRA in order for Contractor to be entitled to payment.
- B. GATRA agrees to notify the Contractor, in writing, within ten (10) days of the receipt of the monthly cost statement of any disallowed costs and the reason for such disallowance.
- C. GATRA will obtain and keep in force during the term hereof, forms and amounts of insurance coverage for GATRA owned vehicles operated under this agreement as deemed appropriate by GATRA. GATRA will add the Contractor as additional insured under such policies.
- D. GATRA shall have final authority in determining, from time to time, the types and schedules of service to be provided under this Agreement.
- E. GATRA agrees to notify the Contractor of any changes in service policies, in writing, a minimum of thirty (30) days prior to the planned change(s).
- F. GATRA shall determine the fares to be charged to the general public. GATRA reserves the right to change these fares with a minimum thirty (30) days written notice of such change(s) to the Contractor and subject to any public hearing requirements of GATRA.
- G. GATRA agrees to assume all responsibility for marketing activities related to the service(s) described in Exhibits 1, 1-2, 1-3, and 5.

III. GENERAL CONDITIONS

- A. Except as provided herein, the parties agree and understand that the Contractor is not an employee or agent of GATRA and is an independent contractor in the performance of its duties hereunder.

- B. In an effort to achieve minimum burden on the Commonwealth, the municipalities constituting GATRA and the Federal government, Contractor agrees to act as an agent for GATRA only in the lease or purchase of goods and services for use in providing the services described in Exhibits 1, 1-2, 1-3, and 5. Contractor is hereby authorized to utilize GATRA's tax-exempt status to that end.
- C. If any article or section of this Agreement or any exhibit or addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by any such tribunal, pending a final determination as to its validity, the remainder of the Agreement or any exhibits or addenda attached hereto shall not be affected thereby.
- D. The failure of GATRA to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall not be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, or the right of GATRA to thereafter enforce each and every such provision.
- E. The parties recognize and agree that Exhibits 1, 1-2, 1-3, 2, 3, 3-1, 4, and 5 attached hereto are incorporated herein by reference and made a part of this contract.
- F. GATRA receives funds from the Federal Transit Administration (FTA). As a condition to the agreement, the Contractor agrees that it will comply with the Federal Administration Required Clauses.

IV. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

- A. Drug and Alcohol Testing – The Contractor agrees to comply with the provisions of the following programs: U.S. DOT regulations “Drug Free workplace Requirements”, 49 C.F.R. Part 29, Subpart F, FTA regulations, “Prevention of Prohibited Drug Use in Transit Operations”, 49 C.F.R. Part 655 and FTA regulations, “Prevention of Alcohol Misuse in Transit Operations”, and 49 C.F.R. Part 40 “Procedures for Transportation Workplace Drug and alcohol Testing Procedures”, as amended.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the

Commonwealth of Massachusetts, or GATRA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 31st of each year and to submit the Management Information System (MIS) reports before February 15th of each year to GATRA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register and will be supplied by GATRA to the Contractor.

- B. Charter Service - The contractor agrees to comply with 49 U.S.C. 5323(d), as amended by MAP-21, and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- C. School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and (g), as amended by MAP-21, and FTA regulations 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- D. Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E. Clean Water/Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* and the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- F. Privacy Act - The Contractor agrees to comply with, and assures compliance of its employees with, the provisions of the Privacy Act when work performed under this contract may involve the design, development or operation of a system of records on behalf of the Federal Government. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, GATRA and the Contractor and any of their employees are considered to be an employee of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violation of the Act. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.
- G. Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
- H. Disadvantaged Business Enterprises - GATRA has adopted a Disadvantaged Business Enterprise (DBE) Policy in accordance with Federal regulations issued by the U.S. Department of Transportation (49 CFR Part 23). This policy provides that Disadvantaged Business Enterprises (DBEs) will be afforded every practicable opportunity to participate in the performance of contracts relating to GATRA's construction, procurement and professional service activities.

In the performance of this Agreement, the Contractor shall cooperate with GATRA in meeting commitments and goals with regard to the maximum utilization of DBEs.

I. Civil Rights Requirements

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it

will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

J. Termination

Termination for convenience: GATRA may terminate this contract, in whole or in part at any time by written notice to the Contractor when it is in the Government's best interest as determined by GATRA in its sole and exclusive discretion. The contractor shall be paid its costs associated with work performed up to time of termination. The Contractor shall promptly submit its termination claim to GATRA to be paid the Contractor. If the Contractor has any property in its possession belonging to GATRA, the Contractor will account for the same, and deliver it in the manner GATRA directs.

Termination – Without Cause: Either party to this Contract shall have the right to terminate this Contract without cause during said term provided that either party notify the other of such desire by 45-day notice in writing.

Termination for Cause: If the Contractor fails to perform the services described in Exhibits 1, 1-2, 1-3, and 5, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GATRA may terminate this contract for cause. GATRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of any default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of GATRA equipment, the Contractor shall, upon direction of GATRA, protect and preserve the equipment until surrendered to GATRA or its agent. The Contractor and GATRA shall agree on payment for the preservation and protection of equipment. Failure to agree on amount will be resolved under the Dispute Clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GATRA.

Opportunity to Cure: GATRA may, at its sole discretion, in the case of a termination for cause, allow the Contractor up to thirty (30) days in which to cure

any breach or default under this Contract. The notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to GATRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from GATRA setting forth the nature of said breach or default then GATRA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for breach or default shall not in any way operate to preclude GATRA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that GATRA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver shall not limit GATRA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

K. Access to Records and Reports – The following access to records requirements apply to this Contract:

- a. Whereas GATRA is a body politic and corporate and a political subdivision of the Commonwealth and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.18.36 (I), the Contractor agrees to provide GATRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. The Contractor agrees to permit any of the foregoing parties mentioned in subparagraph K a., above, to reproduce by any means whatsoever or to copy excerpts and transcriptions of any and all business records of the Contractor as deemed reasonably necessary by the requesting party.
- c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of

their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

L. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between GATRA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

M. No Obligation by the Federal Government – GATRA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GATRA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

N. Program Fraud and False or Fraudulent Statements - The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the

penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

O. Transit Employee Protective Agreements

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. ' 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. ' 5311. Alternate provisions for those projects are set forth in subsections of this clause below.

- b. Transit Employee Protective Requirements for Projects authorized by 49 U.S.C. ' 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. ' 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. ' 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c. Transit Employee Protective Requirements for Projects - Authorized by 49 U.S.C. ' 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized

by 49 U.S.C. ' 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- P. Incorporation of Federal Transit Administration Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests which would cause GATRA to be in violation of the FTA terms and conditions.

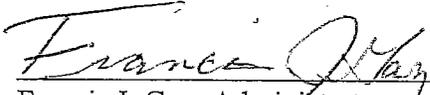
Contract Term - It is agreed and understood by and between the parties hereto that service as covered by this contract commenced July 1, 2014 as herein set forth notwithstanding the fact that the Agreement has been executed by the parties subsequent to July 1, 2014 and all services called for by this Agreement shall terminate at midnight on June 30, 2015.

IN WITNESS WHEREOF, the parties duly authorized have hereunto set their hands and seals the day and year first above written.

TOWN OF MIDDLEBOROUGH

GREATER ATTLEBORO-TAUNTON
REGIONAL TRANSIT AUTHORITY

(Title)



Francis J. Gay, Administrator

EXHIBIT 1

ELDERLY AND DISABLED SERVICE
Term of Contract - From 7/1/14 to 6/30/15

Community: Middleborough, Operated by Middleborough Council on Aging

Number of Elderly in Community: 3,000

Service Characteristics: Dial-a-Ride Van Service; 24-Hour advance registration

Number/Type Vehicles: 2013 Ford Elkhart VIN# 1FDFE4FS4DDA79162
2013 Ford Elkhart VIN# 1FDFE4FS6DDA85545
2009 Ford Starcraft VIN# 1FDFE45S49DA84693

Days/Week: Monday-Friday 8:30 AM-3:30 PM w/ extended service as needed

Estimated Trips/Month: 700

Estimated Unduplicated Riders/Month: 30

BUDGET:

| <u>Administration</u> | <u>Drivers</u> | <u>Vehicles</u> |
|------------------------------|---------------------------|--------------------------------------|
| Director \$ <u>10,200.</u> | Wages \$ <u>122,300.</u> | Rental/Lease \$ _____ |
| Dispatcher \$ <u>12,200.</u> | Fringes \$ <u>57,000.</u> | Radio Rental \$ _____ |
| Telephone \$ _____ | | Lease _____ |
| Supplies \$ <u>500.</u> | | Depreciation \$ _____ |
| Other \$ _____ | | Gasoline \$ <u>13,300.</u> |
| (Explain) | | Maintenance/ _____ |
| | | Repair \$ <u>500.</u> |
| | | Insurance \$ _____ |
| | | Garaging \$ _____ |
| | | TOTAL COST \$ <u>216,000.</u> |

Contractor's Responsible Official:

Responsible Local Official:

NAME: Andrea Priest

NAME: Charles Cristello

POSITION: Executive Director

POSITION: Town Manager

ADDRESS: 558 Plymouth Street
Middleboro, MA 02346

ADDRESS: 10 Nickerson Avenue
Middleboro, MA 02346

PHONE: (508) 946-2490

PHONE: (508) 947-0928

EXHIBIT 1-2

ELDERLY AND DISABLED SERVICE
Term of Contract - From 10/1/13 to 6/30/14

Community: Middleborough, Operated by Middleborough Council on Aging

Service Characteristics: Downtown Shuttle Service

Number/Type Vehicles: 2012 Ford Starcraft VIN# 1FDFE4FS4CDA62893

Days/Week: Monday-Friday 8:00 AM-5:00 PM

Estimated Trips/Month: 900

Estimated Unduplicated Riders/Month: 90

BUDGET:

| <u>Administration</u> | <u>Drivers</u> | <u>Vehicles</u> |
|-----------------------------|-------------------------|-------------------------------------|
| Director \$ <u>10,200.</u> | Wages \$ <u>34,500.</u> | Rental/Lease \$ _____ |
| Dispatcher \$ <u>5,000.</u> | Fringes \$ _____ | Radio Rental \$ _____ |
| Telephone \$ _____ | | Lease |
| Supplies \$ <u>510.</u> | | Depreciation \$ _____ |
| Other \$ _____ | | Gasoline \$ <u>15,240.</u> |
| (Explain) | | Maintenance/ |
| | | Repair \$ <u>550.</u> |
| | | Insurance \$ _____ |
| | | Garaging \$ _____ |
| | | TOTAL COST \$ <u>66,000.</u> |

Contractor's Responsible Official:

Responsible Local Official:

NAME: Andrea Priest

NAME: Charles Cristello

POSITION: Executive Director

POSITION: Town Manager

ADDRESS: 558 Plymouth Street
Middleboro, MA 02346

ADDRESS: 10 Nickerson Avenue
Middleboro, MA 02346

PHONE: (508) 946-2490

PHONE: (508) 947-0928

EXHIBIT 1-3

ELDERLY AND DISABLED SERVICE
Term of Contract - From 10/1/13 to 6/30/14

Community: Middleborough, Operated by Middleborough Council on Aging

Service Characteristics: Demand Response Service between communities of Taunton and Middleboro

Number/Type Vehicles: 2012 Ford Starcraft VIN# 1FDFF4FS4CDA62893

Days/Week: Monday, Wednesday, Friday 8:00 AM-5:00 PM

Estimated Trips/Month: 40

Estimated Unduplicated Riders/Month: 15

BUDGET:

| <u>Administration</u> | <u>Drivers</u> | <u>Vehicles</u> |
|-----------------------------|------------------------|------------------------------|
| Director \$ _____ | Wages \$ <u>6,500.</u> | Rental/Lease \$ _____ |
| Dispatcher \$ <u>2,000.</u> | Fringes \$ <u>500.</u> | Radio Rental \$ _____ |
| Telephone \$ _____ | | Lease |
| Supplies \$ _____ | | Depreciation \$ _____ |
| Other \$ _____ | | Gasoline \$ <u>3,000.</u> |
| (Explain) | | Maintenance/ |
| | | Repair \$ _____ |
| | | Insurance \$ _____ |
| | | Garaging \$ _____ |
| | | TOTAL COST \$ <u>12,000.</u> |

Contractor's Responsible Official:

Responsible Local Official:

NAME: Andrea Priest

NAME: Charles Cristello

POSITION: Executive Director

POSITION: Town Manager

ADDRESS: 558 Plymouth Street
Middleboro, MA 02346

ADDRESS: 10 Nickerson Avenue
Middleboro, MA 02346

PHONE: (508) 946-2490

PHONE: (508) 947-0928

EXHIBIT 2

DIRECTIONS FOR COMPLETING OPERATING DATA REQUIREMENTS FOR GATRA

I. Forms to be maintained:

1. Daily Passenger Log
2. Monthly Service Summary
3. Vehicle Trip Survey
4. Passenger Inventory Card File (optional)
5. Requisition for Reimbursement (form for billing)
6. Weekly Time Sheets (where applicable)

The following information will assist you in completing the forms required for Elderly and Disabled van service. The monthly service summary form should be completed and sent to the Authority with the Requisition for Reimbursement for that month of operation.

If you have any questions about any of the forms and your requirements to complete this system, please contact GATRA.

II. The Daily Passenger Log

A. DISPATCHER - When a client calls to schedule a ride, the dispatcher enters:

1. Scheduled pick-up time
2. Passenger name
3. Pick-up address
4. Destination address
5. Revenue Collected
6. Wheelchair Lift, if necessary

The dispatcher then gives a copy of the log to the driver for that day's use.

B. DRIVER - At the start of the day, the driver enters the following: (1) date, vehicle number, and his/her name on the daily log; (2) starting time and starting odometer reading in the box on the daily log.

Under "Remarks" he/she records any:

1. No-shows (passenger doesn't show up for a trip)
2. Missed trips (driver doesn't show up for a trip)

At the end of the day, driver notes finish time and odometer reading. Using the start time and finish time he/she calculates the total number of hours the van was operated during the day. He/she returns the completed log to the dispatcher.

C. DISPATCHER -

1. Under "Revenue" please record:
 - a) Agency involved, if any
 - b) Passenger fare collected, if any

2. Under "Remarks" please record:
 - a) Number of canceled trips
 - b) Number of trips missed by driver
 - c) Breakdowns, accidents, etc.

III. The Monthly Service Summary

Using the information compiled on the daily passenger log, the dispatcher should transfer daily totals to the monthly service summary log every day.

1. Total Revenue - total money collected through fares charged.
2. Total Passengers - number of riders for that day of operation.
3. Total Vehicle Mileage - The odometer reading for the day.
4. Total Vehicle Time - This is the driver's calculation for Total Time.
5. Total Fuel Usage - Gallons of Diesel or Gas used for service
6. Vehicle Breakdowns - Report any operational problems encountered with the vehicle(s) during the month.

At the end of the month, total all columns. This should then be submitted with the Requisition for Reimbursement form.

IV. Vehicle Trip Survey

When required surveys should be filled out on the required day of the week and sent to SRPEDD.

- A. DRIVER - When passengers board the van, the driver enters:
 1. Survey Date
 2. Day of Week
 3. Vehicle Number
 4. Vehicle Seated Capacity
 5. Number of Passengers
 6. Pick-up Address
 7. Pick-up Odometer Reading
 8. Drop-off Address (es)
 9. Drop-off Odometer Reading
 10. Trip Distance
 11. Passenger Miles

DEFINITIONS (for Elderly and Disabled Services):

| | |
|-----------------------|---|
| Advanced Reservations | A trip arranged at least the day before. |
| Ambulatory | Any person able to board a vehicle without the use of a ramp or lift. |
| Elderly | Any person 60 years of age or older. |
| Group Trip | A one-way trip carrying more than one passenger leaving from the same address and arriving at the same destination. |
| Immediate Response | A trip called in on the same day as scheduled. |

| | |
|-------------------------------|--|
| Non-ambulatory Non-elderly | Any person who must use the lift or the ramp to board the vehicle. Any person under the age determined by the transit authority to be eligible to use the transit service. |
| Non-group Trip | Individual trips by passengers, including passengers boarding at different addresses and arriving at the same destination; and passengers boarding at the same address and arriving at different destinations. |
| Passenger Trip | A one-way trip taken by a passenger. A round-trip is two passenger trips. |
| Revenue Hours | The number of miles the vehicle is driven while carrying any number of passengers. A vehicle carrying five passengers for sixty minutes has been in service for one revenue hour. |
| Revenue Miles | The number of miles the vehicle is driven while carrying any number of passengers. |
| Subscription | A trip scheduled on a regular daily or weekly basis by an individual or group. |
| Passenger Mileage | The number of miles a passenger was on board. Two passengers, riding together for 5 miles are 10 passenger trip miles. |
| Vehicle Hours | The time that the vehicle leaves for its first trip in the morning until it returns from its last trip at night. |
| Vehicle Miles | The number of miles the vehicle is driven as recorded on its odometer. |

REQUISITION FOR REIMBURSEMENT

Service: Middleboro Dial-A-Ride

Operator: Middleboro Council on Aging

Month: _____

Date: _____

| | | Vehicle Operations | | Vehicle Maint | | General Admin | | TOTAL EXPENSES |
|---------------------------------|-------|--------------------|---------|---------------|---------|---------------|---------|----------------|
| | | DAR OP | DAR MID | DAR VM | DAR MID | DAR AD | DAR MID | |
| LABOR | | | | | | | | |
| Operator Salaries & Wages | 50000 | | | | | | | |
| Other Salaries & Wages | 51000 | | | | | | | |
| FRINGE BENEFITS | 52000 | | | | | | | |
| SERVICES: | | | | | | | | |
| Temporary Help | 60030 | | | | | | | |
| MATERIALS & SUPPLIES | | | | | | | | |
| Fuel & Lubricants | 61000 | | | | | | | |
| Tires & Tubes | 61100 | | | | | | | |
| Other Materials & Supplies | 61200 | | | | | | | |
| MISCELLANEOUS EXPENSE | | | | | | | | |
| Office Supplies & Expense | 66000 | | | | | | | |
| TOTAL EXPENSES | | | | | | | | |
| FAREBOX RECEIPTS | 30000 | | | | | | | |
| TOTAL PAYABLE | | | | | | | | |

Exhibit 3-2

REVENUE RECONCILIATION

Service: Fixed Route

Operator: Middleboro COA

Month: _____

Date Submitted: _____

- | | |
|--|----------|
| 1. TOTAL PASSENGERS | _____ |
| 2. Number of Full Fare Passengers | _____ |
| 3. Line 2 x \$1.00 | \$ _____ |
| 4. Number of Half Fare (Elderly) Passengers | _____ |
| 5. Line 4 x \$.50 | \$ _____ |
| 6. Number of Half Fare (Disabled) Passengers | _____ |
| 7. Line 6 x \$.50 | \$ _____ |
| 8. Number of Half Fare (Student) Passengers | _____ |
| 9. Line 8 x \$.50 | \$ _____ |
| 10. Total Amount of Revenue Due: (Line 3+5+7+9)* | \$ _____ |

(*Put this amount on the *Requisition for Reimbursement* under line item FAREBOX RECEIPTS and subtract it from the TOTAL EXPENSES)

THIS SHEET SHOULD BE INCLUDED WITH YOUR MONTHLY REQUISITION FOR REIMBURSEMENT

EXHIBIT 4

CONTRACT WITH GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY LIQUIDATED DAMAGES

It is agreed between the parties that damages for breach of certain provisions of this Contract would be difficult to ascertain and that liquidated damages should be employed to compensate the Authority for damages caused by such breaches. It is also agreed between the parties that this contract shall continue until terminated according to the appropriate provisions of the contract and that employment of this liquidated damage provision of itself shall not be grounds for termination of this Contract.

Liquidated Damages are as follows:

1. FAILURE TO WASH AND CLEAN VEHICLE EACH WEEK:
Twenty-five and 00/100 (\$25.00) Dollars per breach.
2. FAILURE TO AFFIX AUTHORITY'S LOGO:
Twenty-five and 00/100 (\$25.00) Dollars per breach.
3. FAILURE TO SUBMIT REPORTS UNDER SECTION I, PARAGRAPH "I"
AND "O":
Twenty-five and 00/100 (\$25.00) Dollars damage for each report not submitted on a timely basis, or if the submitted report is inaccurate or if the submitted report is incomplete, provided that the total failure to provide reports is a substantial breach of contract for which the Authority may terminate contract.
4. FAILURE TO REPORT MOTOR VEHICLE ACCIDENTS ON A TIMELY
BASIS IN ACCORDANCE WITH SECTION I, PARAGRAPH "M":
One hundred and 00/100 (\$100.00) Dollars per breach.
5. FAILURE TO REPORT OPERATIONAL PROBLEMS UNDER SECTION I,
PARAGRAPH "N":

One hundred and 00/100 (\$100.00) Dollars per breach. This amount will be deducted if services are not provided for any one day as described in Exhibit 1, 1-2, and 1-3. Missed trips due to mechanical failure will not be assessed a penalty. However, if eight or more missed trips occur in any calendar month due to mechanical or other operational failure, a damage claim of twenty-five and 00/100 (\$25.00) Dollars will be assessed by the Authority. Repeated failures by the Contractor to perform the service as described in Exhibit 1, 1-2, and 1-3 will result in termination of the contract under Section III, Paragraph "J".