

TRANSPORTATION SERVICE CONTRACT

By and Between
Montachusett Regional Transit Authority (MART)
1427R Water Street
Fitchburg, MA 01420
and
Town of Hubbardston
7 Main Street – Unit #3
Hubbardston, MA 01452

THIS AGREEMENT by and between the Town of Hubbardston, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a Council on Aging office located at 7 Main Street – Unit #3, Hubbardston, MA 01452 (hereinafter referred to as "MEMBER COA") and the Montachusett Regional Transit Authority, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws and Chapter 114I of the Acts of 1973, as amended (hereinafter referred to as "MART")

WITNESSETH:

WHEREAS, the MEMBER COA desires to operate transportation services within its community on behalf of MART through its Council on Aging Department, which it may lawfully do so pursuant to Section 6(f) of Chapter 161B of the General Laws, as these services are for the elderly and disabled residents of the community; and

WHEREAS, the MEMBER COA represents that it is fully able and qualified to provide these services as presently constituted and any additional services upon reasonable notice and mutual agreement; and

WHEREAS, MART represents that it is willing to provide the MEMBER COA with a vehicle to provide transportation services and is fully capable and qualified to administer funding and oversight for these services;

NOW, THEREFORE, the parties do mutually agree as follows:

I. ENGAGEMENT OF SERVICES

- A. MEMBER COA hereby elects to perform and operate transportation services in their Town during normal business hours. These services are origin to destination trips and designated for the elderly and disabled (of any age) residents of the aforementioned Town. Each MEMBER COA shall inform MART of their Town's decision in regards to service days and hours of operation on an annual basis.

Prior to any incidental use of the vehicle or use outside the designated timeframe, such use must be presented in writing and approved by MART. In addition, any incidental use during scheduled business hours must not impact the residents for which the primary purpose of the service is designed and all intended use must take priority. (Examples of incidental use: Town shuttle for residents, a shuttle providing

feeder connections to other MART services and/or the MBTA commuter rail, transit to support a local public event, etc.)

B. Contract Documents:

The contract documents shall include this Agreement with all accompanying schedules or exhibits.

C. General Conditions:

1. The MEMBER COA shall provide worker's compensation insurance as required by the laws of the Commonwealth of Massachusetts.
2. The provisions and conditions of this Contract must comply with Massachusetts General Laws, Chapter 161B, as amended, and any clauses deemed invalid shall not operate to invalidate the entire Contract.
3. As a condition of any assistance under this Agreement, the MEMBER COA shall to the extent that it may lawfully do so, and not otherwise, apply the rights, benefits and other employee protective conditions and remedies of the authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code of Federal Regulations (CFR) for the protection of the employees affected by the compensation received by the MEMBER COA for the services called for by this Agreement, insofar as state and federal funds are used by MART to compensate the MEMBER COA but in no event shall the termination of this Agreement, pursuant to the provisions hereof, be considered as adversely affecting the employees of the MEMBER COA.
4. The MEMBER COA shall provide liability insurance under the conditions stated on the attached Exhibit A.
5. The MEMBER COA shall, unless otherwise exempted by law, indemnify, defend and hold harmless the Montachusett Regional Transit Authority, Commonwealth of Massachusetts, including, without limitation, the Massachusetts Department of Transportation, their agents, officers and employees against any and all claims, liabilities and costs for any bodily injury, personal injury or property damage or other damages that the above listed parties may sustain, which arise out of or in connection with the MEMBER COA's performance under this agreement, including but not limited to the negligence, reckless or intentional conduct of the MEMBER COA, its agents, officers, employees or subcontractors. This provision shall survive the termination of this agreement.

II. TERM OF CONTRACT

This Agreement shall commence on the date the contract is processed and executed by MART. The Agreement will continue in force for the period of three (3) fiscal years and shall terminate on June 30, 2021 unless terminated sooner as provided for in this Agreement. The parties further agree that this Agreement may be extended by written mutual agreement under such terms and conditions that are negotiated and signed by the parties hereto.

III. STAFF REQUIREMENTS

- A. Member communities are responsible for soliciting, interviewing, and hiring their own Town employees for the goal of providing transit services within their community as dictated by the Town. The MEMBER COA shall hire duly licensed personnel as required by the Commonwealth of Massachusetts and the U. S. Department of Transportation (U.S. DOT). The MEMBER COA is responsible for obtaining any licenses which may be required to operate this service. The solicitation of and obtaining licenses for drivers of the COA's service are not reimbursable expenses.
- B. The majority of the personnel involved in providing these transportation services are considered Safety Sensitive Employees. Scheduling, dispatching, driving, directing, or maintaining a federally funded vehicle are "Safety Sensitive Functions" as that term is defined in 49 CFR Part 655. All Safety Sensitive Employees must be drug and alcohol tested in accordance with 49 CFR Part 655. The MEMBER COA must be a part of MART's Drug and Alcohol Program Consortium. The MEMBER COA may adopt MART's Policy or follow the town's federal U.S. Department of Transportation (USDOT) Program which must be reviewed by MART to ensure compliance with the CFR. Adopted policies by the member community shall be attached to this agreement.
- C. Prior to performing any transit work and subsequently receiving either full (operational) or partial (administrative) reimbursement for an employee who is deemed Safety Sensitive, the employee must pass a pre-employment physical and drug & alcohol screen.
- D. After these successful requirements the employee must attend and receive adequate training(s) based on the position they will be performing for the Town. All the required trainings are offered free of charge through MART's operating company at our training facility located at 840 North Main Street in Leominster, MA 01453.
- E. Staffing changes or suspensions regarding the COA Executive Director and Safety Sensitive personnel (as defined in Section III, §B.) must immediately be reported in writing to MART.

IV. COMPENSATION AND REIMBURSABLE EXPENSES

- A. MART will reimburse for revenue service hours and services provided by the MEMBER COA. MART will not be responsible for payments made by the Town to the employee for longevity pay, as well as holiday, vacation, personal, sick, and Town suspension/discipline time wages.
- B. MART is obligated to monitor the services provided by all MEMBER COA's and the reimbursable charges invoiced. MART will reimburse the COA for one-hundred percent (100%) of direct service costs which include fuel costs, vehicle phone, minor repairs (oil, wipers, etc.), all driver hours, as well a portion of dispatcher wages to be approved in writing by MART. Additionally, MART will reimburse COA indirect costs - overhead and administrative support - up to one-third (1/3) of the cost invoiced for direct service. The maximum allowable one-third indirect cost reimbursement is

auto-calculated by the electronic invoice provided to all COA's in Exhibit E of this contract.

- C. The required back-up documentation for eligible expenses is determined by the type of reimbursement being requested and is outlined below in section G. MART will reimburse a MEMBER COA for the eligible expenses incurred for the operation of MART assigned vehicle(s) [as detailed in this agreement], as well as any town-owned vehicle which has been approved by MART for use in providing elderly and disabled transportation services.
- D. MEMBER COA invoices for reimbursement payment shall be submitted to MART no later than the 10th business day of the month following the month for which services were provided. Monthly invoicing shall be accompanied with a Ridership Report entitled "Mobility Assistance Program (MAP) Monthly Report" for each approved/reimbursable vehicle operated by the Member COA in the given month as well as the "Monthly Supplemental Report". Both of these forms can be found in Exhibit D.

The "Mobility Assistance Program Monthly Report" shall include:

1. Total Unduplicated Passengers (each unique passenger/client is counted only once per month) broken down by number of:
 - i. Elderly ambulatory;
 - ii. Elderly non-ambulatory *(requires use of lift with or without wheelchair);
 - iii. Non-elderly ambulatory (Personal Care Assistant); and
 - iv. Non-elderly, non-ambulatory passengers *(Disabled / Non-Elderly)
2. Number of Days service was provided;
3. Number of Hours vehicles were providing revenue service during the month;
4. Number of Miles the vehicle traveled in revenue service during the month;
5. Total Number of One-Way Trips Provided broken down by type or purpose as follows: Medical; Nutrition-related; Social/recreation; Shopping; other.
 - i. One-Way Trips are counted every time a passenger boards the van.
6. Revenue derived from passenger fares/donations. Also included on the monthly invoice for services as a deduction from the total reimbursement requested.

The "Monthly Supplemental Report" shall include:

1. Total Gallons of Fuel Consumed;
2. Number of Deadhead Hours¹ each month;
3. Number of Deadhead Miles² each month;
4. Number of Passenger Miles³ Traveled (PMT) each month;

- E. MEMBER COA's may utilize an additional van or larger van on an incidental basis as needed. This use requires MART approval and is contingent upon the availability of an

¹ Deadhead hours are the hours (minutes totaling hours) from the vehicle's start of service day until the time when the first passenger is picked up and the hours from the last drop off back to where the vehicle will be parked when out of service.

² Deadhead miles are the miles from the vehicle's start of service day until the odometer reading mile when the first passenger is picked up and the miles from the last drop off back to where the vehicle will be parked when out of service.

³ Passenger Miles Traveled or PMT is the sum of the distances each passenger traveled during the month.

additional van as to not impact MART's daily service provisions. All requests must be made a month in advance, in writing, and the requests will be fulfilled on a first come, first serve basis. The approval and reservation of the van is given back to the MEMBER COA in written form and is produced based on the date it is received. The Town will be assessed directly for this usage on an hourly basis depending on the size of the vehicle:

- \$25 – 10/12 passenger vans;
- \$30 – 16 passenger van.

All requests for use of a 16 passenger van must be accompanied with the CDL credentials of the driver for that date. The billable hours will be based on the time the vehicle is picked up, to the time it is returned.

- F. The Town shall authorize a single staff person, who shall be approved to sign and submit the monthly invoice. All invoices shall be submitted on Town Letterhead and signed by the designated signatory. The Town agrees to keep its books and records in accordance with generally accepted accounting principles (GAAP) and will make available to MART, upon a thirty (30) day written notice, all books, records and supporting data needed by MART to perform an audit of the operations covered under this Agreement.
- G. Monthly Invoices shall include the following supporting documentation for reimbursement processing:

Direct Service Costs @ 100% Reimbursement:

- Driver Staff: Town warrant or payroll listing all employees that are approved to perform services for given month along with the wages they were paid;
- Portion of dispatcher wages if approved by MART
- Fuel: store slips of Town receipts identifying quantity (# gallons) and pricing (No taxes will be reimbursed by MART for any fuel purchases) ;
- Minor Maintenance Expenses (Oil, wiper blades, etc. – (No taxes will be reimbursed by MART for any miscellaneous purchases); and
- Tolls.

Indirect Costs @ 33% Reimbursement:

- Dispatcher/Scheduler or other Administrative staff: Town warrant or payroll listing all employees that are approved to perform these services for any given month along with the wages they were paid;
- Office Telephone: carrier invoice clearly showing the monthly/current charges as they relate to COA transportation services only;

- Minor Miscellaneous Expenses: any requested reimbursement outside of the standard monthly invoicing must be pre-approved by MART and shall include reasoning for expense, exact product or service purchased, and back-up receipt.

Revenue Received

- Passenger fare / donations revenue, indicated as a reduction from the total reimbursement requested on the monthly invoice.

H. MART reserves the right to suspend, withhold, or deny reimbursement to the Town in the event that there is reasonable cause for concern due to negligence, lack of due diligence, or service breach of anything contained herein including failure to comply with any requirements outlined in this agreement. If a payment is affected due to these conditions, adequate notice and documentation will be provided to both the Town and MEMBER COA for their immediate cure and correction. MART reserves the right to also terminate this agreement under paragraphs XI and XII.

V. OFFICIAL COMMUNICATION AND CORRESPONDENCE BETWEEN THE PARTIES

Unless otherwise expressly required hereunder or by subsequent written notice sent by MEMBER COA or MART, all official communications and correspondence between the two parties shall be directed as follows:

Board of Selectmen
Town of Hubbardston
7 Main Street – Unit #3
Hubbardston, MA 01452

Mohammed H. Khan, Administrator
Montachusett Regional Transit Authority
1427R Water Street
Fitchburg, MA 01420
(978) 345-7711

VI. OPERATING COMMUNICATIONS & DEPARTMENTS

- A. Each MEMBER COA shall designate the following staff and titles to MART for daily communications:
- Primary Contact (Director);
 - Drivers, Dispatchers, Schedulers, etc.;
 - Emergency Contact Information for off-hour contacting.
- B. Exhibit B of this agreement includes a directory for all relative MART and operating company staff. This directory also identifies the area of operation where correspondence should be directed.

- C. The community must submit a COA Master sheet annually, as provided by MART, at the commencement of each fiscal year on or about July 1st. Information included on this sheet must include:
- physical address;
 - mailing address (if different);
 - primary contact's email address, telephone number, fax number;
 - primary contact person responsible for day-to-day operations ;
 - all dispatchers performing transit services;
 - all drivers performing transit services;
 - service hours, dispatching/scheduling hours;
 - fares or fare structure;
 - location where van is housed during off hours (no private or unauthorized locations);
 - and any pertinent community specific comments

VII. ASSIGNMENT OF VEHICLE & TOWN INSURANCE REQUIREMENTS

- A. MART will be responsible for assigning vehicles to each MEMBER COA that is operating its own transit services (vehicle(s) listed in Attachment I-A). For any MEMBER COA that utilizes a Town-owned vehicle which has been approved by MART for use in providing elderly and disabled transportation services, the MEMBER COA must submit the required information on the provided form (Attachment I-B).
- B. The assigned vehicle will be chosen by MART and its operating company. All vehicles assigned to a community will be registered and licensed for operation by the Commonwealth of Massachusetts, in safe, working condition, for transportation services. MART will document the condition of the assigned vehicle prior to the MEMBER COA taking possession of the vehicle. The operation of the vehicle will be the Town's responsibility, but will be mechanically maintained by MART's operating company. In the event a community does not believe their vehicle is in condition to perform its daily work, they must immediately call the MTS/MTG Maintenance Garage numbers listed in Exhibit B of this agreement for further direction.
- C. The member community must insure their assigned vehicle through their own insurance policy (please reference Exhibit A for insurance requirements and Attachment I-C for required endorsement). Only the annual premium associated with this insurance will be reimbursed by MART at the beginning of each fiscal year (July 1st) up to a maximum reimbursement of \$2,000 with accompanying invoice for each MART assigned vehicle(s) and Certificate of Insurance listing MART as additionally insured as described in Exhibit A. The policy shall be provided to MART on an annual basis.
- D. MART will not reimburse any costs associated with any claim(s) including deductibles or required damage repairs that are within the deductible amount. Any damage caused to a vehicle assigned to a MEMBER COA will be the responsibility of the MEMBER COA to repair. If MART is able to utilize in-house resources to affect a repair for appraised damage, the cost of the repair will be invoiced to the MEMBER COA by MART. In the event that a vehicle involved in an accident is deemed a total loss by the appraiser, the loss payee is the Montachusett Regional Transit Authority, as owner of the vehicle. Due to the specialized nature of the paratransit vehicles, a list of

preferred collision repair centers has been included in Attachment A; however, collision repairs may be performed by any certified collision repair center.

VIII. MEMBER COA VEHICLE RESPONSIBILITIES

- A. The MEMBER COA is responsible for the day-to-day upkeep of their assigned vehicle(s) by MART. The overall appearance and functionality of the vehicle is both a reflection of the Town and the Council on Aging / Elder Services Department, as well as MART. MART reserves the right to inspect an assigned vehicle at any time and may also request an assigned vehicle be brought to a MART Maintenance Facility for mechanical or other inspections.
- B. The interior of the vehicle shall be cleaned on a daily basis. The exterior of the van should be cleaned on a weekly basis. MART maintenance facilities in Fitchburg and Gardner have Bus Washers which member COA's can utilize with advance notice. The vehicle's exterior is washed at MART whenever a vehicle is having Preventative Maintenance performed. All fluids shall be checked each time the vehicle is fueled. Fluids that must be checked include: oil, coolant, windshield wash, transmission, brake, and power steering. If COA Driver is unfamiliar with these fluids and/or the location of the related tank gauges in their assigned vehicle, mechanics can show and demonstrate this process upon request.
- C. Pre-trip inspections (Circle Checks) of the entire vehicle are a federal requirement of your assigned van. Drivers receive this training in their required MART trainings. The Circle Checks should be submitted via mail to the MART garage on a weekly basis. This allows our operating company and its mechanics to monitor the condition of our vans and determine any potential maintenance matters. Any immediate concern or safety issue that is noticed during this inspection shall be called into the garage immediately to receive a mechanic's determination; and potential van swap depending on the circumstance. It is also good practice for driver's to perform a post-trip inspection to ensure that the van's condition has not changed since the beginning of their daily route. This also covers the driver in the event there is a malfunction or damage noted after their use of the van.
- D. All MEMBER COA's must submit the mileage of the vehicle they currently have in their possession to MART's Fitchburg Garage on a weekly basis via telephone or facsimile. *It is preferred that the mileage be submitted every Monday morning.*

IX. RESTRICTED USE:

The van shall not be used for personal reasons. The van shall not be used in a drive-thru or enter under a covered structure, due to the van's height dimensions. The van shall not be used during off business hours or weekends without MART's prior knowledge and approval. During off business hours, the van shall not be parked or stored at any personal address or location; the van shall always be parked and/or housed at a secure location owned by the Town (i.e. - COA, DPW, Town Offices, etc.).

X. FARE STRUCTURE

- A. MEMBER COA's may establish their own fare structure, subject to MART Resolution previously passed by its Advisory Board, the minimum fare for any one-way trip shall be no less than twenty-five cents (\$0.25). In the event a Town does not collect the minimum fare threshold based on their annual ridership, MART will assess the Town directly for the difference between the anticipated fares and those that were received by the MEMBER COA.
- B. Fares shall be set and approved by the municipality or MEMBER COA and posted at scheduling locations so they are readily known to all their clients to avoid any discriminatory practices. One (1) Personal Care Attendant (PCA), who is qualified and approved to assist a client with their transit, may ride with the client free of charge. Additional escorts must pay full fare.
- C. Fare collection has a direct impact on the Town's Local Assessment; as the fares offset the Net Cost of Service for the community. There are other possibilities for off-setting revenue for the Town (ex. advertisement on assigned van) which would further decrease the Town's Local Assessment. All off-setting revenue structures outside Fares must be reviewed and approved by MART prior to implementation.

XI. TERMINATION OF AGREEMENT FOR BREACH

- A. If at any time MEMBER COA fails to render services of proper quality or fails to perform the required transportation services, except for any such failure precipitated by causes beyond the control of the MEMBER COA, MART may give MEMBER COA written notice to correct such conditions or cure such default. If such conditions or default shall continue for fifteen (15) days after said written notice, then MART shall have the option to terminate this Agreement by giving written notice of ten (10) working days.
- B. If MART fails to make payment due under the terms of this Agreement, MEMBER COA may give written notice to cure such default. If such default shall continue for fifteen (15) days after said written notice, then MEMBER COA shall have the option to terminate this Agreement by giving written notice of ten (10) working days. In the event of such termination, MEMBER COA shall remain entitled to compensation for all services provided under this Agreement up to the date of termination.

XII. TERMINATION WITHOUT CAUSE

- A. This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice of termination to the other party. The date of termination shall be stated in the written notice and shall be effective upon the date of receipt of such notice.
- B. The parties to this Agreement may, by mutual agreement, agree to terminate this Agreement with less than sixty (60) days' notice. The parties must agree in writing to the amended date.

C. Termination of this agreement where the Town has decided to (a) decline any transit services in their Town or (b) have elected for MART and its operating company to perform the transit services for the Town.

XIII. COMPLETE AGREEMENT

This Agreement, once executed, sets forth the entire agreement between the two parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations. There are no oral conditions precedent to the effectiveness of this Agreement. No amendment, modification or termination of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by both parties. This Agreement is governed under the Laws of the Commonwealth. Member COAs shall not discriminate against any users involving the vehicle on the basis of race, religion, age, or sexual orientation.

XIV. SEVERABILITY

If any term or provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

XV. FORCE MAJEURE

In the event or inability to supply all or certain parts of the services required under this Agreement, as a result of an employee strike beyond the reasonable control of MART, MART will use reasonable efforts to provide services of a similar quality to MEMBER COA in a manner consistent with its contractual obligations under this Agreement.

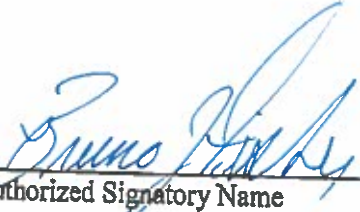
XVI. REQUIRED CLAUSES AND CERTIFICATIONS

The attached Required Clauses, Contract Provisions and Certifications are included as part of this Contract in Exhibit C.

Executed as a sealed instrument:

DocuSigned by:

Authorized Signatory Name


Authorized Signatory Name

Chair, Hubbardston Selectboard
Title

Deputy Administrator
Title

Town of Hubbardston
Board of Selectmen Chairman or
Signatory Authorized by the
Board of Selectmen

Montachusett Regional Transit Authority

Date 4/4/2019

Date 4/11/19

EXHIBITS

Exhibit A

Insurance Requirements:

Prior to commencement of the Operating Contract, the MEMBER COA shall procure, and thereafter maintain at its own expense, all insurance coverage as required by the terms of the Contract, at a minimum. The types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to MART as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the Commonwealth of Massachusetts.

This insurance will provide a defense and indemnify MART, but only with respect to liability for bodily injury, property damage or personal injury caused in whole or in part by the MEMBER COA's acts or omissions or the acts or omissions of those acting on the MEMBER COA's behalf.

To the extent that the MEMBER COA subcontracts with any other entity or individual to perform all or part of the MEMBER COA's Work under the Operating Contract, the MEMBER COA shall require the Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by MART of the MEMBER COA's or the Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to MART, the MEMBER COA or the Subcontractor will, upon demand by MART, defend and indemnify MART at the MEMBER COA's or Subcontractor's expense.

Business or Commercial Automobile Liability and Physical Damage Insurance

- \$1,000,000 combined single limit per accident covering all owned, leased, rented, hired and non-owned vehicles
- Collision and Comprehensive coverage: ACV less \$2,000 deductible for all vehicles subject to this contract, MEMBER COA is responsible for all deductible expenses incurred.

Workers' Compensation and Employers' Liability Insurance: statutory coverage as required by the laws of the Commonwealth of Massachusetts.

- \$500,000 Each Accident
- \$500,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease

MART, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary with respect to these additional insured's. It is expressly understood by the parties to this contract that it is the intent of the Parties that any insurance obtained by MART is deemed excess, to the coverage(s) procured by the MEMBER COA, or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

Each party to the agreement shall be responsible for its own negligence related to any accident or insurance claim.

Prior to commencement, the MEMBER COA shall submit a Certificate of Insurance in favor of MART and a copy of the Additional Insured Endorsement CA 20 01 Lessor – Additional Insured and Loss Payee [see sample form – Attachment I-C] (or a form equivalent and acceptable to MART) as required hereunder. The Certificate of Insurance shall provide for thirty (30) days' written notice to MART for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to MART upon request.

Preferred Collision Repair Centers

American Auto Body & Repair

20 Moore St
Leominster, MA 01453
(978) 537-7042

Custom Coach

35 Lomar Park
Pepperell, MA 01463
(978) 433-3315

Aldrich Auto Body & Repair, Inc.

209 Lunenburg Street
Fitchburg, MA 01420
(978) 343-3738

Attachment I-A

MART Owned Vehicle Information Needed for Insurance

Fleet #	Registration #	Year	Make	Model	VIN#	W/C Lift
2315	MRTA 449	2010	FORD	E-350 SD	1FDEE3FL1ADA01240	YES

Attachment I-B

Town-Owned Vehicle Information Needed by MART for NTD Reporting

The following information is *only* needed from the Member COA for the vehicle(s) owned by the Town for which you have approval from MART to invoice transportation services performed on said vehicles. This information is needed for data reporting by MART to the FTA's National Transit Database on a yearly basis. *If you only utilize a MART provided vehicle, please disregard this form.*

1. Vehicle Type – choose one from the following:
 - Automobile
 - Bus
 - Cutaway (this is similar to the MART Paratransit Van)
 - Minivan
 - School Bus
 - Sport Utility Vehicle (SUV)
 - Van
 - Other

2. Fuel Type: _____

3. Seating Capacity: _____

4. Ownership Type – choose one from the following:
 - Owned Outright by Public Agency (includes Safe harbor lease agreements where only the tax title is sold.)
 - Owned Outright by Private Entity
 - True Lease by Public Agency
 - True Lease by Private Entity
 - Leased under Lease Purchase Agreement by a Public Agency
 - Leased under Lease Purchase Agreement by a Private Entity
 - Leased or borrowed from related parties by a Public Agency
 - Leased or borrowed from related parties by a Private Entity
 - Other

5. Funding Type – choose one from the following:
 - Urbanized Area Formula Program (5307)
 - Other Federal Funds
 - Non-Federal Public Funds
 - Non-Federal Private Funds

ATTACHMENT I - C

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR- ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured(Lessor):	
Address:	
Designation or Description of "Leased Autos":	

CA 20 01 10 13

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ATTACHMENT I - C

Coverages	Limit of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" \$
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" \$
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Exhibit B



Contact Directory for Councils on Aging
Operating Company (MTS/MTG): Day-to-Day Communications
Telephone: 978-345-7711

Department	Title	Name	Extension(s)	Fax #
MTS Garage (Fitchburg)	Coordinator	Jim Philbin	2240	978-345-2016
	Head Mechanic	Bill Field	2262	
	Assistant GM	Andy Divoll	2242	
MTS Dispatch	Dispatch		2234 or 2264	978-343-9448
Trainings	Head Dispatcher	Mike Fortin	2234	
MTG Garage (Gardner)	Dispatchers	Scott Thibeau Scott Oja	2210 or 2211	
Administration	Assistant GM	Melissa L'Ecuyer	2259	978-534-5879
New Hire / Substance Testing	Secretary	Jane Pallotta	2258	
		Joann Lockhart	2260	
Accident Reporting	Secretary	Karen Gaitan	2206	978-534-5879
	Secretary	Nancy Fors	2202	
	General Manager	Phil Rocca	2261	

Regional Transit Authority (MART): Policy and Executive Business

Adam Gromelski – Project Manager: 978-665-2275 || Adam.Gromelski@mrta.us
 (Fax # 978-345-9867)
 Bruno Fisher – Deputy Administrator: 978-665-2263 || Bruno.Fisher@mrta.us
 Mohammed Khan – Administrator: 978-665-2233

Mailing Address:

M.A.R.T.
 1427R Water Street
 Fitchburg, MA 01420
for Monthly Reporting, Board of Selectmen communication, COA Master-sheet updates
"Attention: MTS" for Circle Checks, Employment Changes, Substance Testing, Accident Reporting

Exhibit C

FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS (MEMBER COA) AND SUB-AGREEMENTS

I. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and 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 the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) 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.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) 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 the underlying contract or the FTA assisted project for which the 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.

(b) 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.

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

XVIII. ACCESS TO RECORDS

(a) The Consultant shall permit the authorized representatives of the Authority, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Consultant further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Authority, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such

subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

XIX. 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 Purchaser 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 contract.

XX. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII 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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, 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.

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

1. Race, Color, Creed, 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, 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.
2. 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, 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.

3. 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.

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.

XXI. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) 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, 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 MART requests which would cause MART to be in violation of the FTA terms and conditions.

XXII. SUSPENSION AND DEBARMENT

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that MART (grantee), contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. MART does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

XXIII. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- (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 in compliance 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 USC A 5333(b), and U.S. DOL guidelines at 29 CFR 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, 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 non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(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),n 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 CFR 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 Non-urbanized 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 Non-urbanized 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.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

XXIV. CHARTER SERVICE OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients 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.

XXV. SCHOOL BUS OPERATIONS

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients 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 sub-recipients may not use federally funded equipment, vehicles, or facilities.

XXVI. DRUG AND ALCOHOL TESTING

Introduction FTA’s drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient’s behalf (usually sub-recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the

recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub-recipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Drug and Alcohol Testing Option 1

The contractor agrees to: (a) participate in MART's drug and alcohol program established in compliance with 49 CFR 653 and 654. The adoption of MART's drug and alcohol program by the Member COA is indicated in the adoption letter provided by the member community to MART on the final page of this agreement.

XXVII. PRIVACY ACT

Applicability to Contracts When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts. The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

XXVIII. ADA ACCESS

Introduction: 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 Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes

specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies. The following clauses should be included for the appropriate procurement action.

Purchased Transportation Services Accessibility: A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. MART advises its third party contractors operating public transportation services to review the requirements for public entities in this context which include but are not limited to:

1. **Complementary Paratransit Service.** Requirements that public entities providing fixed-route service provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service.
2. **Equal Opportunity.** Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services

Exhibit D

**MOBILITY ASSISTANCE PROGRAM (MAP)
MONTHLY REPORT**

Month _____ Year _____

Agency Name _____

Vehicle Fleet Number(s) described in this report:

A. Passenger Description (Unduplicated Riders)**

Number of Elderly Ambulatory Riders _____

Number of Elderly Non-Ambulatory Riders _____

Number of Non -Elderly Ambulatory Riders _____

Number of Non-Elderly Non- Ambulatory Riders _____

Total Unduplicated Riders This Month _____

B. Operational Information

Number of days vehicle(s) has been in use this month _____

Number of hours all vehicles have been in use this month _____

Number of miles all vehicles have been driven this month _____

C. Total Number Of One-Way Trips Provided This Month (Required)

Number of Medical Trips _____

Number of Nutrition Trips _____

Number of Social/Recreational Trips _____

Number of Shopping Trips _____

Number of Other Trips _____

Total Trips This Month _____

***Unduplicated Rider - person who used the service during the reported month (no matter how many times) must be counted only once.*

MONTHLY SUPPLEMENTAL REPORT

Total Gallons of Fuel Consumed _____

Number of Deadhead Hours¹ _____

Number of Deadhead Miles² _____

Number of Passenger Miles Traveled (PMT)³ _____

Deadhead hours are the hours (minutes totaling hours) from the vehicle's start of service day until the time when the first passenger is picked up and the hours from the last drop off back to where the vehicle will be parked when out of service.

² Deadhead miles are the miles from the vehicle's start of service day until the odometer reading mile when the first passenger is picked up and the miles from the last drop off back to where the vehicle will be parked when out of service.

³ PMT is the sum of the distances each passenger traveled during the month.

Example: If Sue is picked up at her residence, followed by Betty and finally Joe who all have the same destination. Sue traveled 6 miles, Betty traveled 4 miles, Joe traveled 3 miles; resulting in 13 PMT regardless of how many revenue miles or total miles are put on the vehicle.

Exhibit E

COA Transportation Reimbursement Request to MART
 for the Month of _____
 from the Town of _____

Expenses	Actual Hours of Service	Rate of Pay	Total Paid by the Town
DIRECT STAFF COSTS			
Drivers			
Driver 1	40.00	\$14.46	\$578.40
Driver 2	20.00	\$14.46	\$289.20
Driver 3			
Total Drivers' Hours/Wages	60.00		\$867.60
Dispatcher/Scheduler			
Dispatcher 1	6.00	\$16.50	\$99.00
Dispatcher 2			
Dispatcher 3			
Total Dispatchers' Hours/Wages	6.00		99.00
OTHER DIRECT COSTS (please list below)			
Fuel			\$200.00
Minor Repairs			
Vehicle/Driver Phone			\$25.00
Sub-Total Other Expenses			\$225.00
TOTAL DIRECT COSTS			\$1,191.60
Calculate 33.3% of direct service costs above			\$396.88
INDIRECT STAFF COSTS			
Position Title/Name 1	20	\$30	\$600
Position Title/Name 2	5	15	\$75
Position Title/Name 3			
Total Indirect Staff Costs			\$675
OTHER INDIRECT COSTS (please list below)			
X			
Y			
Total Other Indirect Costs			\$0.00
TOTAL INDIRECT COSTS			\$675.00
MAXIMUM BILLABLE INDIRECT COSTS			\$396.88
TOTAL DIRECT COSTS FROM ABOVE			\$1,191.60
TOTAL ALLOWABLE COSTS			\$1,588.48
Minus Farebox Revenue Collected = 100 Passengers @\$1			\$100.00
Total to be Reimbursed by MART			\$1,488.48

By signing and submitting this invoice, I certify that the services have been provided and costs are as invoiced.

 Signature of Authorized Submitter

 Date



Town of Hubbardston
Board of Selectmen
1 MAIN STREET, Unit #3
HUBBARDSTON, MASSACHUSETTS 01452
(978) 928-1400 x 201 FAX (978) 928-3392

September 20, 2017

Ms. Bonnie J. Mahoney
Communications and Grants Manager
MART
1427R Water Street
Fitchburg, Massachusetts 01420

Dear Ms. Mahoney:

The Town of Hubbardston and its Town Administrator will abide by and hereby adopt MART's Drug and Alcohol Policy as spelled out in 49 CFR Part 40, as amended and 49 CFR Part 655, as amended.

The Town is a willing member of the Consortium and is therefore adopting the policy as revised.

The Designated Employee Representative (DER) is Acting Town Administrator, Brian J. Bullock.

Sincerely,


Brian J. Bullock
Acting Town Administrator



HUBBARD-01

KPINTARICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Berry Insurance, 31 Hayward Street, Suite J, Franklin, MA 02038. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS: berry247@berryinsurance.com. INSURER(S) AFFORDING COVERAGE: Argonaut Insurance Company, NAIC #. INSURED: Town of Hubbardston, Ryan McLane, 7 Main street, Hubbardston, MA 01452. INSURER B: MEGA, N/A.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2010 Ford E350 vin# 1FDEE3FL1ADA01240. \$500 Collision & Comprehensive coverage included.
Montachusett Regional Transit Authority and its respective officers, agents and employees are listed as additional insured/loss payee on the automobile liability policy as required by written contract, with respects to the 2010 Ford E350 vin# 1FDEE3FL1ADA01240.

CERTIFICATE HOLDER: Montachusett Regional Transit Authority, R. 1427 Water Street, Fitchburg, MA 01420. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



BERRY INSURANCE

February 26, 2019

Marsh & McLennan Agency LLC
100 Front Street, Suite 800
Worcester, MA 01608

NOTICE OF TRANSFER OF INSURER FORM 2A

NAME OF INSURED: Town of Hubbardston

ADDRESS: 7 Main Street, Hubbardston, MA 01452

DESCRIPTION OF VEHICLES: 2010 Ford E350 vin# 1FDEE3FL1ADA01240

NAME OF FORMER CARRIER: Pilgrim Insurance Company

FORMER POLICY NUMBER: CSC00001002878

I HEREBY CERTIFY THAT COVERAGE IS BOUND WITH: Argonaut Insurance Company

EFFECTIVE: 01/23/2019

PRODUCER: Alexia Insurance, Inc. dba Berry Insurance
31 Hayward Street, Suite J, Franklin, MA 02038

Argonaut Insurance Company Trident Insurance Services of New England, Inc. 155
By 
PLEASE AFFIX STAMP AND CERTIFY BY SIGNING