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CITY OF AMESBURY MA

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE

SPONSORED BY: *Kassandra Gove* **BILL No. 2025-039**
Kassandra Gove, Mayor

An Order to authorize a Memorandum of Understanding between the Merrimack Valley Regional Transit Authority and the City of Amesbury Council on Aging pursuant to M.G.L. c. 40, § 4A for the use of an accessible vehicle for transportation services for seniors, subject to approval by the Mayor.

Summary: The Merrimack Valley Regional Transit Authority has been awarded an accessible vehicle through the Massachusetts Department of Transportation (MassDOT) Community Transit Grant Program (CTGP) and has made it available for use by the City of Amesbury Council on Aging. This vehicle is a 2025 New England Wheels Low Floor Cutaway (14 passenger) and will replace an unreliable older vehicle that the Council on Aging is currently using for transportation services and meals delivery. Through this MOU, the City of Amesbury acquires no ownership, title, property rights, or interest in or to the vehicle but only the right of use in accordance with the provisions of the MOU. Either party may terminate this agreement due to lack of sufficient funding and contingent upon the continued need of the service upon 30 days' prior written notice.

Be it ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City Council of the City of Amesbury hereby authorizes a Memorandum of Understanding between the Merrimack Valley Regional Transit Authority and the City of Amesbury Council on Aging pursuant to M.G.L. c. 40, § 4A for the use of an accessible vehicle for transportation services for seniors, subject to approval by the Mayor.



**Memorandum of Understanding
Between the
Merrimack Valley Regional Transit Authority
And
The Amesbury Council on Aging**

THIS Memorandum of Understanding (hereinafter referred to as MOU), effective March 1, 2025 by and between the Merrimack Valley Regional Transit Authority (hereinafter referred to as MeVa), a body politic and corporate of the Commonwealth of Massachusetts established pursuant to Chapter 161B of the Massachusetts General Laws, as amended, and The Amesbury Council of Aging (hereinafter referred to as the Agency/Municipality),

WHEREAS MeVa recognizes the need for special transportation services for seniors and individuals with disabilities; and

WHEREAS MeVa and the Agency/Municipality desire to make available such transportation services to seniors and or individuals with disabilities who cannot utilize the fixed route bus services; and

WHEREAS MeVa has been awarded an accessible vehicle through the Massachusetts Department of Transportation (MassDOT) Community Transit Grant Program (CTGP) on behalf of the Agency/Municipality, and made it available for use by the Agency/Municipality; and

WHEREAS the Agency/Municipality represents that it is fully able and qualified to operate this accessible vehicle to provide special transportation services to seniors and individuals with disabilities as is a requirement of the 5310 federal funding which purchased this accessible vehicle;

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

I. Documents Forming the Agreement

The Agreement Documents shall include this MOU and all referenced documents and accompanying exhibits. The Agreement Documents constitute the entire Agreement between the parties, and all are as fully a part of this Agreement as if attached hereto.

II. General Conditions for the Grant Obtained Vehicle

MeVa (Grantee), and thus the Agency/Municipality, receiving Capital Equipment (rolling stock purchases only), which are purchased directly by MassDOT and provided to MeVa to support the transportation to seniors and individuals with disabilities, must comply with the provisions as described in MassDOT’s FTA & State Grant Program Requirements Guide, hereafter referred to as the Program Guide. Therefore, through this MOU, these same requirements are passed on to the Agency/Municipality. *(Copies of the Program Guide can be provided upon request or downloaded from the MassDOT CTGP website.)*

A. Use of the Vehicle

1. The Agency/Municipality assumes complete liability for the use of MeVa’s accessible vehicle under the terms of this MOU. No sublease for the use of said vehicle shall be executed by the Agency/Municipality. The Agency/Municipality shall have the use of the following vehicle:

Vehicle Info	VIN#
2025 New England Wheels Low Floor Cutaway (14 passenger)	3C7WRVLG4RE126763

2. The Agency/Municipality shall register the vehicle in accordance with MassDOT instructions included as an attachment hereto.
3. The Agency/Municipality acquires no ownership, title, property rights, or interest in or to the vehicle(s) but only the right of use in accordance with the provisions of this Agreement. The RTA shall retain title to the vehicle(s).
4. The Agency/Municipality agrees to operate the granted vehicle to provide transportation services to seniors and persons with disabilities per the intent of the FTA Section 5310 program and as described in MeVa's CTGP grant application to MassDOT.
5. The Agency/Municipality agrees to adhere to MassDOT's Terms and Conditions which apply to MeVa via its contract with MassDOT, which is hereby incorporated by reference and applies to the Agency/Municipality. The Agency/Municipality agrees to adhere to all applicable FTA regulations as outlined in the Annual FTA Certifications and Assurances.
6. The Agency/Municipality may use the granted vehicle for other uses. However, the needs of seniors and individuals must be met before using the vehicle for other purposes.
 - a. Eligible Trip Purpose Equipment may be used for all trip purposes for seniors and individuals with disabilities to include: employment, meals, medical appointments, recreational activities, rehabilitation services, shopping, and social services.
 - b. Vehicles and related equipment may NOT be used primarily for the delivery of meals to persons in their homes. Applicants may coordinate and assist in regularly providing meal delivery service for homebound individuals, as long as the delivery service does not conflict with providing public transportation service or reduce service to public transportation passengers.
 - c. The Section 5310 program is NOT intended to provide emergency medical transport or ambulance service on a regular basis.
 - d. Section 5310 vehicles are not to engage in school bus or charter operations.
7. MeVa shall not be responsible for loss or damage to any goods or other property placed or carried in the granted vehicle arising from any cause whatsoever.

B. Operation of the Vehicle

1. The granted vehicle shall be operated by a safe, competent, duly licensed and trained driver selected, by and under the supervision of, the Agency/Municipality.
2. The Agency/Municipality and its driver shall be solely responsible for individual fines and penalties for parking, traffic and moving violations. Should MeVa be required to pay any fine or summons, the Agency/Municipality shall reimburse MeVa therefore.
3. The Agency/Municipality shall park or garage the vehicle as to maximize available protection and safety for the vehicle.

C. Maintenance of Vehicle

1. The Agency/Municipality shall bear the expense of maintaining the granted vehicle in good operating condition (less normal wear and tear) and in compliance with the manufacturer's warranty and minimum maintenance requirements.
 - a. Periodically wash the granted vehicle and keep same clean, both inside and outside.
 - b. Supply necessary fuel, oil, lubricants and tires to provide the safety and mechanical soundness for proper operation thereof.

- c. Check the tires of the vehicle for proper inflation; the Agency/Municipality shall be solely responsible for tire damage due to improper inflation.
2. The Agency/Municipality shall maintain satisfactory and complete up to date records of all maintenance repairs and service of the vehicle subject to this MOU. These records must include, at a minimum, the following documentation:
 - Vehicle Maintenance Plan
 - Maintenance records
 - Vehicle Pre-trip inspection form(s)
 - Proof of Insurance
3. MeVa and/or MassDOT shall have the right to conduct periodic maintenance inspections of the granted vehicle for the purpose of confirming the existence, condition and proper maintenance of the granted vehicle.

D. Title to the Vehicle

Grantee [MeVa] shall hold title to the vehicle. MassDOT Rail & Transit Division (lien code: C40410) shall be named first lien holder and shall maintain the title documentation in its files. When the vehicle reaches the end of its useful life, Grantee shall follow the process detailed in MassDOT's "Disposition Procedure for Federally Funded Assets" policy (See Appendix A). Useful Life Benchmarks by vehicle type are noted in Table 1 of this policy.

When a lien release is granted to MeVa by MassDOT, in accordance with said policy, then a title transfer shall be issued from MeVa to the Agency/Municipality.

E. Disposition of Vehicle

If during the period of use, any Capital Equipment (vehicle) is not used in accordance with the Program description in MeVa's Grant Application (specifically the Agency/Municipality's completed vehicle Narrative Form which was submitted as an attachment thereto), or is withdrawn from transportation service, the Agency/Municipality shall immediately notify MeVa, who will in turn notify MassDOT, in writing for disposition instructions. The Agency/Municipality agrees to and acknowledges the right of MassDOT to remove all Capital Equipment from the Agency/Municipality's premises and to take possession of any of the Capital Equipment, if the Agency/Municipality fails to satisfactorily perform the Program services as detailed in MeVa's Grant Application, or if MassDOT determines for any other reason, including but not limited to the termination of the grant, that the disposition of the state or federal interest is in the best interests of the Commonwealth. MeVa agrees that it will in no way oppose MassDOT's exercise of such right and that it will assist MassDOT to obtain possession and remove such vehicle(s).

III. Insurance Requirements

A. Automobile and Umbrella Insurance

The Agency/Municipality shall, at its own expense, obtain, maintain, and continue in full force and effect during the term of this MOU, bodily injury, property damage, collision, comprehensive and uninsured motorist insurance. The Agency/Municipality must meet the insurance requirements as detailed in the Asset Management section of the Program Guide, which states the following:

"Grantees are responsible for acquiring and maintaining current, appropriate insurance on their vehicles and other large capital equipment assets while under MassDOT lien. In addition, MassDOT

must be listed as the loss payee and additional insured when MassDOT is either listed as the vehicle owner or lien holder.

Grantees must maintain adequate property and liability insurance coverage. Basic coverage requirements are listed below.”

- Liability Insurance of \$1,000,000 per accident, bodily injury and property damage combined
- Collision subject to a deductible of not more than \$1,000
- Comprehensive subject to a deductible of not more than \$1,000
- Umbrella Insurance with the following umbrella limits:
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate
 - Self-insured retention not to exceed \$10,000

B. Worker’s Compensation Insurance

The Agency/Municipality must also carry the following Worker’s Compensation Insurance:

- Coverage A Workers Compensation: statutory as required by Massachusetts law.
- Coverage B Employers Liability: \$100,000/\$100,000/\$500,000. It is understood that these limits do not limit the liability of grantee.

The Agency/Municipality must also post in conspicuous areas a required notice to employees providing information on the organization’s workers compensation insurance carrier.

C. Evidence of Coverage for Rolling Stock

All vehicles awarded to MeVa on behalf of Agencies/Municipalities will be delivered to MeVa’s Headquarters facility located at 85 Railroad Avenue, Haverhill, MA. The vehicles will be received by the Assistance General Manager of Maintenance Operations, and inspected for compliance with the specification for each vehicle type as noted in MassDOT’s Fully Accessible Vehicle Guide - September 2023. An inspection report will be performed at delivery and sent MassDOT, with a copy retained for MeVa and the Agency/Municipality’s records.

The Agency/Municipality shall be responsible to make arrangements with Maintenance Operations, and/or MeVa’s Compliance Officer, to pick up the vehicle from our facility. At the time of pickup, or prior to, the Agency/Municipality shall have a Certificate of Insurance prepared in order to take receipt of the vehicle. This MOU contains the Vehicle Identification Number (VIN), (see section I.A above), so that the proper insurance certificate can be obtained. Please ensure MassDOT is listed as the lienholder, loss payee, and additional insured. MeVa should also be listed as additional insured.

To verify insurance coverages required by MassDOT are maintained and up to date, MassDOT requires grantees (MeVa) to submit proof of coverage annually with the *Annual Capital Equipment Certification Report*. The Agency/Municipality must provide these proofs on an annual basis, so that we can submit them. (See details under the “Annual Reporting” section below.) MassDOT will review these insurance certificates and contact MeVa if the coverage does not meet State guidelines.

The Agency/Municipality and their insurance company are to notify MeVa, so that we may notify the MassDOT RTD Transit Compliance Officer, via email within 30 days of any changes to insurance coverage, to include cancellation. MassDOT will respond to the grantee within five business days of this notification to resolve the issue and discuss whether State insurance coverage requirements can still be met.

D. Hold harmless Provision

The Agency/Municipality shall, to the maximum extent permitted by law, indemnify, defend, and hold MeVa and its officers, agents, and employees harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Agency/Municipality's breach of this MOU or the negligence or misconduct of the Agency/Municipality, or the Agency/Municipality's agents or employees. This obligation shall survive the termination or expiration of this MOU.

MeVa shall cooperate with the Agency/Municipality, its appropriate insurance carrier and its designated claims representative in the prosecution or defense of any and all claims arising out of the granted vehicle.

IV. Requirements for All Drivers

1. The Agency/Municipality shall hire duly licensed personnel as required by the Commonwealth of Massachusetts and the U. S. Department of Transportation (U.S. DOT) for the operation of the vehicle(s) leased pursuant to this Agreement, and only such licensed personnel may operate said vehicle(s).
2. It is the sole responsibility of the Agency/Municipality to ensure that any person assigned to operate the granted vehicle will do so in compliance with all Federal, State, and Local Laws regulating the operation of said vehicle.
3. MassDOT mandates that all vehicle recipients under FTA Section 5310 and State MAP Program agree to ensure all vehicle drivers, paid and volunteer, receive proper training prior to driving. All individuals who operate a MassDOT-funded vehicle must obtain, and remain current with, necessary State license requirements and State and federal required driver training for the safe operation of vehicles. The following are **mandatory** driver training requirements:
 - Defensive Driving – required every two years
 - Accessible Lift Use and Passenger Securement – required every two years
 - Disability Awareness – required every three years
 - Drug & Alcohol Awareness Safety Sensitivity (Online course) – required upon hiring
 - Certification in standard first aid – recertification rate varies, required to ensure drivers maintain proficiency
 - Certification in Cardiopulmonary Resuscitation (CPR) – recertification rate varies, required to ensure drivers maintain proficiency

Additional information and links to training courses and available training dates can be found at this site: <https://www.mass.gov/guides/driver-training-for-community-transportation-providers>

4. It is the responsibility of MeVa to ensure that all drivers are in compliance with the listed training requirements. MassDOT collects up-to-date driver training information annually via the Annual Capital Equipment Certification Report and will also verify these records during the on-site visit review that occurs once every three years. The Agency/Municipality must provide these proofs on an annual basis, so that we can submit them. (See details under the "Annual Reporting" section below.)

V. Reporting

The Agency/Municipality is required to report to MeVa the following in accordance with the Program Guide:

A. Vehicle Accidents

Grantees must report in writing via email, within 24 hours of occurrence, any vehicle incident, accident, or casualty to MassDOT RTD staff. The Agency/Municipality must therefore report same to MeVa within 12 hours of any occurrence. The submission should include the following information:

- Date of the incident/accident
- Description of the incident/accident
- Vehicle identification number (VIN) of FTA funded vehicle involved

For vehicles that sustained minor to moderate damage, but can be repaired and no rider/driver injuries were reported, the vehicle must be repaired to an equal or better condition, comparable to the condition prior to the incident. MeVa must provide written proof of those repairs to RTD staff within 60 days.

If the vehicle is deemed a total loss, the following documentation must be submitted to RTD staff within ten business days of the accident:

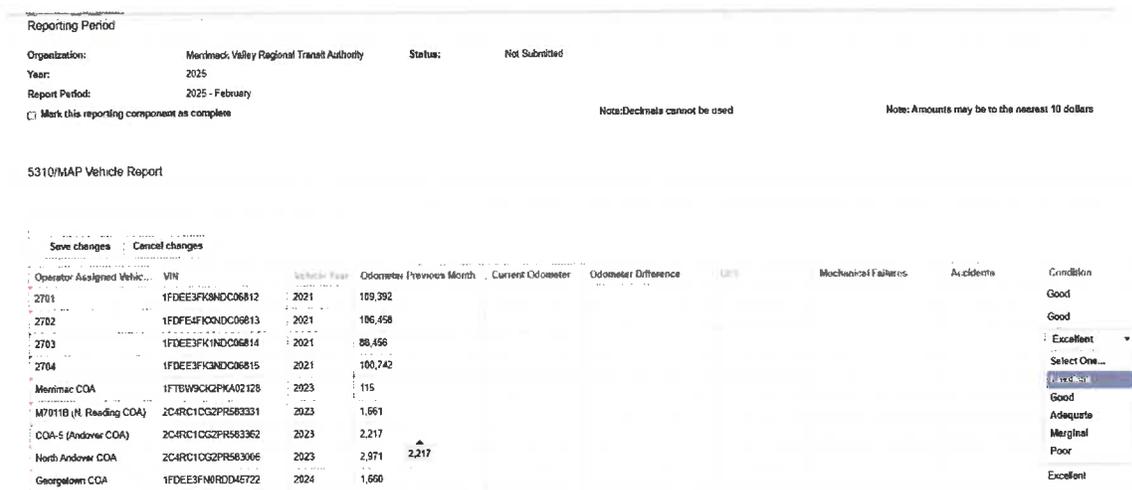
- VIN
- Model year
- Vehicle make and model
- Mileage at the time of the accident
- Finalized police reports
- Correspondence from the insurance company evaluating the vehicle condition and estimate of settlement proceeds
- Any other pertinent accident information

Because MassDOT is listed as the loss payee and additionally insured, the final settlement proceeds will be released to MassDOT.

B. Vehicle Use Report:

5310/MAP Vehicle Report – Monthly report of vehicle specific statistics, such as: odometer reading, passenger count (UPT), condition, mechanical failures, and accidents. The completed report is due by the 15th day of each month for councils-on-aging (COAs), non-profits, and municipalities, and by the 30th of each month for regional transit authorities (RTAs). MassDOT will review and verify the information on a quarterly basis.

The figure below is a screenshot of the input screen from MassDOT’s reporting system, where MeVa will compile and report on all 5310/MAP funded vehicles still on lien.



The report form in Appendix B shall be sent to MeVa's Compliance Officer no later than the 15th of each month. Appendix B also contains MassDOT's *Asset Management Bus Condition Tool* which is a guide for choosing the correct condition.

C. Annual Reporting

MeVa shall submit the *Annual Capital Equipment Certification* at the beginning of each calendar year to MassDOT by January 31st. Therefore, the Agency/Municipality must provide the following to MeVa by January 20th of each year for which MassDOT holds the vehicle lien.

1. Certification that the Capital Equipment [*vehicle*] under lien is still being used for Grant Agreement purposes and that no part of the local contribution to the project has been reduced.
2. Updated vehicle inventory and mileage for each vehicle on lien
3. Provide a current proof of insurance for all funded vehicles on lien.
4. Confirm all preventative maintenance actions performed in the last year for vehicles on lien meet manufacturers' basic requirements. This can be in a spreadsheet that track details on PMs performed for each vehicle or narrative format such as an Asset Management Plan. Examples of both these types of documents are located in Appendix C.
5. Detail all current driver training certifications obtained in the last year to include dates of training by driver name.

VI. Termination

1. Either party may terminate this agreement due to lack of sufficient funding and contingent upon the continued need of the service upon 30 days' prior written notice.
2. The Authority may suspend or terminate this Agreement without prior written notice to the Agency/Municipality for issues pertaining to safety or treatment of patrons or abuse of the RTA's accessible vehicle(s), as determined in the RTA's sole discretion.

VII. Miscellaneous

1. In connection with the execution of this MOU, the Agency/Municipality shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action shall include, but is not limited to, employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of Pay or other forms of compensation; selection for training, including apprenticeship.
2. No person on the basis of race, religion, color, sex, or national origin shall be excluded from participation, be denied the benefits of, or be subject to, discrimination under any activity provided for by this MOU.
3. The FTA Terms and Conditions apply and are incorporated herein by reference.
4. This MOU, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This MOU supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

VIII. Effective Date and Term

This MOU shall take effect on the date of this MOU and remain in full force and effect until such a time that MassDOT releases the vehicle lien to MeVa and MeVa transfers the Title to the Agency/Municipality, or if there is an event which causes the Agency/Municipality to relinquish the vehicle back to MeVa or MassDOT.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed and sealed by their duly authorized representatives on the date first above written.

Signature

Signature

Noah Berger	<i>Name in Print:</i>	
Administrator	<i>Title:</i>	
Merrimack Valley Regional Transit Authority	<i>Municipality:</i>	

Attachments

From: [Cejic, Stefan \(DOT\)](#)
To: [Bonnie Mahoney](#)
Cc: [Schlavone, Thomas \(DOT\)](#); [Fichtenbaum, Rachel \(DOT\)](#); [Richmond, Lauren \(DOT\)](#); [Bayard Murray, Trevor \(DOT\)](#)
Subject: RE: Minivan Specs
Date: Friday, July 5, 2024 7:28:17 PM
Attachments: [image001.png](#)
[Registration and Title Application.pdf](#)
Importance: High

CAUTION: CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bonnie,

I had a meeting with the RMV's Assistant Registrar and her team earlier this week regarding your concern below. As promised, I'm detailing below what MeVa/the municipality that will be leasing the van will need to do in order to accomplish what you're requesting:

1. The RMV has said that MeVa should **NOT** list itself as the secondary lienholder.
2. MassDOT Rail and Transit Division will be listed as the first lienholder, per usual.
3. A lease agreement between MeVa and the municipality should be drafted and presented to the RMV upon registering the vehicle.
4. Under section "B" of the attached Registration and Title Application (RTA) form, the "Other" checkbox should be selected and "Municipal" should be written on the text line, indicating that the municipality is requesting a municipal type license plate.
5. Under section "E," the municipality's information should be entered, including the municipality's FID code/number.
6. Under section "F," MeVa's information should be entered.
7. Under section "G," the information of where the vehicle will be primarily parked overnight (MeVa's facility, DPW, COA, etc.) should be entered. I believe you told me that it'll be parked at the COA.
8. Under section "H," MassDOT Rail and Transit should be listed as the first lienholder, per usual.
9. Under section "K," the insurance company/information for the municipality should be entered.
10. Under section "M," a MeVa representative (Noah? You?) should sign and date the application on the first line.

Additionally, I was told that if anyone (MeVa and/or someone from the municipality) encounters any issues at the RMV service center/counter, they should ask to speak with the branch manager and mention that this issue was discussed with Elizabeth "Liz" Rizzuto, the RMV's Registration Manager (this is one of the people who was also on my meeting with the Assistant Registrar).

Let me know if you have any questions and/or need any additional guidance.

Thanks!

- SC

From: Bonnie Mahoney <bmahoney@mevatransit.com>
Sent: Thursday, May 16, 2024 4:17 PM
To: Bayard Murray, Trevor (DOT) <Trevor.BayardMurray@dot.state.ma.us>
Cc: Cejic, Stefan (DOT) <stefan.a.cejic@dot.state.ma.us>; Schiavone, Thomas (DOT) <Thomas.Schiavone@dot.state.ma.us>; Fichtenbaum, Rachel (DOT) <Rachel.L.Fichtenbaum@dot.state.ma.us>
Subject: RE: Minivan Specs

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

As I am going thru all the requirements of the CTGP and 5310 program for these vehicles, I have hit a snag. Hopefully you can help unravel it.

1. These vehicles will not be registered with MVRTA plates. MeVa expects the town to register and insure these vehicles themselves. However, this may be difficult if the RMV-1 form from the dealer states that MeVa owns these vehicles. How do I resolve that? At MART we registered the vehicles and they were branded as MART vehicles with extra decaling for the COA. But MART also paid the COA for services rendered. As I explained to you, MeVa is NOT going to take that same approach. Thus, the MOU instead of a lease.
2. Can MeVa be a secondary lienholder and have the RMV-1 form in the COA's name?

Bonnie
Ext. 139

From: Bayard Murray, Trevor (DOT) <Trevor.BayardMurray@dot.state.ma.us>
Sent: Monday, May 13, 2024 9:55 AM
To: Bonnie Mahoney <bmahoney@mevatransit.com>
Subject: RE: Minivan Specs

CAUTION: CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Bonnie,

We got the approval. So it's ok to proceed on mou contract-type basis.
Thanks for your patience,

Trevor

From: Bonnie Mahoney <bmahoney@mevatransit.com>
Sent: Friday, May 10, 2024 10:58 AM
To: Bayard Murray, Trevor (DOT) <Trevor.BayardMurray@dot.state.ma.us>



How to Register and Title a Vehicle Award

Congratulations on your new vehicle award! In the coming months, awarded vehicles will be delivered by this year's vehicle dealers. Once you have received your vehicle(s) from the dealer, there are several important steps you must proceed with in order to ensure your vehicle has been properly registered and titled in compliance with MassDOT requirements.

Upon receiving the vehicle(s), the dealer will also provide several forms needed for registration. To correctly register and title vehicles, please proceed with the following steps:

- 1) Please ensure that the dealer completes and signs the [Application for Registration & Title \(RMV-1\)](#) form(s) upon delivery.
 - **MassDOT must be listed as the FIRST LIENHOLDER** in the Lienholder section of the RMV-1 from. It is critical that MassDOT is listed as first lienholder, as it allows for MassDOT to be notified immediately of any

37. <input type="checkbox"/> New Vehicle <input type="checkbox"/> Used Vehicle	38. Title Type: <input type="checkbox"/> Clear <input type="checkbox"/> Salvage <input type="checkbox"/> Reconstructed <input type="checkbox"/> Owner Retained <input type="checkbox"/> Theft <input type="checkbox"/> Prior Owner Retained	Total Sale Price \$ _____ (adjusted for dealer's discount and manufacturer's rebate)
39. Primary Salvage Title Brand: <input type="checkbox"/> Repairable <input type="checkbox"/> Parts Only	40. Secondary Salvage Brand(s)	Less Manufacturer's Excise \$ _____
Lienholder I/we certify that all liens on this vehicle are listed below.		Net Sales Price \$ _____
43. First Lienholder Code C, 4, 0, 4, 1, 0	44. Name MASS DEPT OF TRANSPORTATION RM 4160	Less Trade-in Allowance For: \$ _____
45. Lienholder's Address 10 PARK PLAZA BOSTON, MA 02116	41. Date of 1st Lien	Yr. _____ Make _____ Model _____
46. Second Lienholder Code	42. Date of 2nd Lien	Trade-in VIN _____
47. Name		Taxable Sales Price \$ _____
48. Lienholder's Address		6.25% Sales Tax \$ _____
		B. SALES BY OTHER THAN MOTOR VEHICLE DEALER

lapses in insurance coverage in the future.

- If this section has not been filled out, please do so with the proper code, name, and address, as shown below.

November 8, 2023

- **First Lienholder Code:** C40410
- **Name:** MASS DEPT OF TRANSPORTATION RM 4160
- **Lienholder's Address:** 10 PARK PLAZA BOSTON, MA 02116

2) Please ensure that the dealer has also correctly completed the lienholder information on the back of the Certificate of Origin or the Manufacturer's Statement of Origin (MSO), whichever is provided. The lienholder section can be found at the very bottom of the back of the form, and the information should be filled out as shown below.

- **1st lien in favor of:** MASS DEPT OF TRANSPORTATION RM 4160
- **whose address is:** 10 PARK PLAZA BOSTON, MA 02116

3) Bring the completed RMV-1 form(s) to your licensed insurance agent. The agent will provide an active insurance policy for the vehicle(s) and will stamp and sign the RMV-1 form(s).

- **Please double check** that the lienholder information is filled out correctly, with MassDOT's information.

4) Bring the correctly filled and stamped RMV-1 form to the RMV along with the following:

- The Certificate of Origin or the MSO provided by the dealer
- A copy of the Bill of Sale
- \$75 title fee in cash, money order, or check (payable to MassDOT)

5) After completing the registration transaction with the RMV, you will receive a registration certificate, new plates, and a year of expiration decal for the rear plate. **PLEASE NOTE** that the title will be mailed **directly to MassDOT**, as the first lienholder, and not to your organization even though you are listed as the owner.

6) **IMPORTANT:** Notify MassDOT once the registration process has been completed for the vehicle(s). In this way, we can ensure that vehicles were registered and titled correctly. Please e-mail Stefan Cejic (stefan.a.cejic@dot.state.ma.us) directly after registration.

November 8, 2023

If you have any questions, please refer to the [Massachusetts RMV Checklist](#) for registering a vehicle purchased from a dealer. Additional resources include the RMV's pages for applying for registration from a [Massachusetts or out-of-state dealer](#).

If you receive the title (s) OR if MassDOT does not receive the title(s) in the next 30 days, the registration application was filled out incorrectly.

If the title has been delivered to your organization, you must proceed with the following steps **AS SOON AS POSSIBLE**:

- 1) Notify MassDOT that you have received the title and are proceeding with the amendment steps.
- 2) Obtain a [Title Amendment form](#) from the Massachusetts RMV website.
- 3) Request to "Add a Lienholder" and complete sections A, B, and D on the form.
 - Section A should be filled out using the information provided by the vehicle title, as well as your organization's information.
 - Section B should be filled out as shown below.

B Adding a Lienholder (Original Certificate of Title Must Be Submitted with This Application)		
Date of Lien	Lienholder Code	Name of Lienholder
	C40410	MASS DEPT OF TRANSPORTATION RM 4160
Address		
10 PARK PLAZA, BOSTON, MA 02116		

- Section D requires only your signature.
- 4) Bring the title and the completed amendment form to the RMV to submit the request for a change. The title you are in possession of will become void, and the new title will be mailed directly to MassDOT, as first lienholder.
 - **NOTE:** The amendment procedure requires a \$25 Title Amendment Fee.
 - 5) **IMPORTANT:** Notify MassDOT once the amendment process has been completed for the vehicle(s). Please e-mail Stefan Cejic directly after amending the title (stefan.a.cejic@dot.state.ma.us).

If you have any questions, please refer to the [Massachusetts RMV Instructions](#) on how to amend your vehicle title.

Appendix A



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO
Meredith Slesinger, MassDOT Rail & Transit Administrator



MassDOT Disposition Procedure for Federally Funded Assets

Applies To:

All federally-funded vehicles, equipment, and aggregate supplies that:

- (1) Have reached their minimum useful life, based on MassDOT's useful life standards, (see Table 1 below) and;
- (2) Were or will be disposed of after November 15, 2021.

Background: The Federal Infrastructure Investment and Jobs Act (IIJA) changed the provisions for transit asset disposition [49 U.S.C. § 5334(h)(4)(B)] for federally-funded rolling stock, equipment and aggregate supplies that have met their minimum useful life, have a fair market value of more than \$5,000.00, and were disposed of after November 15, 2021. The new IIJA disposition provisions require that when Federal Transit Administration (FTA) recipients, including states, dispose of federally funded assets under these circumstances, they must return to the FTA the applicable federal share of the proceeds in excess of \$5,000.00. The recipient may retain a portion of the funds (\$5,000.00) and must return all funds in excess of \$5,000.00 to MassDOT for payment to the FTA.

To comply with the new IIJA disposition requirements, MassDOT has revised its disposition procedures for federally funded vehicles, equipment, and aggregate supplies that will be disposed of after November 15, 2021, and with a fair market value over \$5,000.00 for sub-recipients under the Community Transit Grant Program (CTGP) or other MassDOT Rail and Transit Division grant programs. Step-by-Step disposition instructions follow below.

Step-by-Step Disposition Instructions:

To determine the fair market value, MassDOT will utilize the services of an independent third-party appraiser. MassDOT will incur all costs associated with obtaining this appraisal. Should any sub-recipient choose to utilize their own independent third-party appraiser to determine the fair market value of the asset, MassDOT will accept that appraisal report. All costs associated by using an independent third-party appraiser of the sub-recipient's choosing will be the responsibility of the sub-recipient.

Note: MassDOT's Rail and Transit Division requires all sub-recipients who wish to dispose of a vehicle to contact the Asset Management Coordinator to discuss all available disposition options.

- A. The sub-recipient should notify the Asset Management Coordinator at MassDOT's Rail and Transit Division and include the following information:
 - a) A determination that the federally funded asset (vehicle, equipment or aggregate supplies) has met its minimum useful life according to MassDOT Useful Life Standards;
 - i. **Note:** The useful life in years refers to total time in revenue transit service, and does not include any time spent stockpiled or otherwise unavailable for regular transit use.
 - b) For sub-recipients who choose to utilize their own independent third-party appraiser: An appraisal report showing the fair market value of the asset.
 - i. **Note:** MassDOT will not release a lien on a title until an independent third-party valuation has been completed and provided to MassDOT and funds in excess of \$5,000.00 have been paid to MassDOT (see below).
- B. For assets with a value that has been determined to be greater than \$5,000.00, the sub-recipient shall return the amount above \$5,000.00 to MassDOT.
- C. The check must be made out to the Massachusetts Department of Transportation and sent to:
 - ii. MassDOT – Rail & Transit Division
 - iii. Asset Management Coordinator
 - iv. 10 Park Plaza, Suite 4160
 - v. Boston, MA 02116
- D. For assets with a value that has been determined to be less than \$5,000.00, it is MassDOT's intent to transfer title to the sub-recipient upon review of the appraisal report.
- E. MassDOT will release title to the asset once the above instructions have been followed.

Please contact the MassDOT Transit Division if you have questions.

If you are a direct recipient of Federal Transit Administration (FTA) funds, you may choose to have MassDOT transfer the vehicle's title to your organization. Please notify the Asset Management Coordinator to initiate this process.

Transfer Upon Reaching Useful Life:

Section 5310 permits a recipient to transfer equipment acquired with assistance under Section 5310 to any entity eligible to receive assistance under 49 U.S.C. § 53 with the consent of the entity currently in possession of such equipment.

MassDOT will permit a sub-recipient who is eligible to receive assistance under 49 U.S.C. § 53 to transfer equipment if and only if it will be used in accordance with Section 5310 program requirements.

Upon the successful completion of a transfer, MassDOT's obligation to ensure continuing satisfactory control of the vehicle(s) is extinguished with respect to the transferring entity. This obligation to ensure continuing satisfactory control will now become the responsibility of the sub-recipient.

Table 1. Summary of Useful Life Benchmarks

Asset Class		Table of Useful Life Benchmarks (ULB)		For Vehicles up to 2019		For Vehicles Delivered in 2020 and Beyond		2022 Update	
		Asset Category	Vehicle Description	Age	Mileage	Age	Mileage	Age	Mileage
A	CU - Cutaway	Minivan type vehicle with one or 2 W/C positions and electronic accessibility ramp, seats up to 4 ambulatory passengers (less or no ambulatory capacity with W/C occupancy)	Four (4) Years	100,000	Six (6) Years	100,000	Eight (8) Years	100,000	
EV	EV - Electric Vehicle	Medium Roof Electric-Powered Passenger Van, up to 2 wheelchair tie-down positions, single rear wheel	Not yet instated	Not yet instated	Not yet instated	Not yet instated	Eight (8) Years	100,000	
E	CU - Cutaway Bus	Eight Passenger - Raised-roof "body-on-chassis cutaway," single rear wheel, with wheelchair lift, seats up to eight ambulatory passengers and has two wheelchair positions (less ambulatory capacity with wheelchair occupancy).	Five (5) Years	100,000	Six (6) Years	100,000	Eight (8) Years	100,000	
E2	CU - Cutaway Bus	12 Passenger - Raised-roof "body-on-chassis cutaway," dual rear wheel, with wheelchair lift, seats up to 12 ambulatory passengers and has two (2) wheelchair positions.	Five (5) Years	100,000	Six (6) Years	100,000	Eight (8) Years	100,000	
C	MB - Minibus	14 Passenger - Raised-roof "body-on-chassis cutaway," dual rear wheel, with wheelchair lift, seats up to 14 ambulatory passengers and has four wheelchair positions (less ambulatory capacity with full wheelchair occupancy).	Seven (7) Years	150,000	Seven (7) Years	150,000	Eight (8) Years	150,000	
LF	LF Low-Floor Cutaway	15 Passenger seating or 8 passenger seating plus 3 wheelchairs - Low-Floor cutaway, front wheel drive	Not yet instated	Not yet instated	Seven (7) Years	150,000	Eight (8) Years	150,000	
D	MB - Minibus	16 Passenger - Raised-roof "body-on-chassis cutaway," dual rear wheel, with wheelchair lift, seats up to 16 ambulatory passengers and has four wheelchair positions (less ambulatory capacity with full wheelchair occupancy).	Seven (7) Years	150,000	Seven (7) Years	150,000	Ten (10) Years	150,000	
35' - Low Floor	BU - Bus	35 low floor bus	Fourteen (14) Years	500,000	Fourteen (14) Years	500,000	Fourteen (14) Years	500,000	
35'	BU - Bus	35 foot bus	Fourteen (14) Years	500,000	Fourteen (14) Years	500,000	Fourteen (14) Years	350,000	
30'	BU - Bus	30 foot bus	Fourteen (14) Years	350,000	Fourteen (14) Years	350,000	Fourteen (14) Years	350,000	
Truck	Equipment	Trucks and others	Eight (8) Years	N/A	Eight (8) Years	N/A	Eight (8) Years	N/A	
Automobile	Equipment	Non-Revenue Service Automobiles	Five (5) Years	N/A	Five (5) Years	N/A	Five (5) Years	N/A	

Appendix B



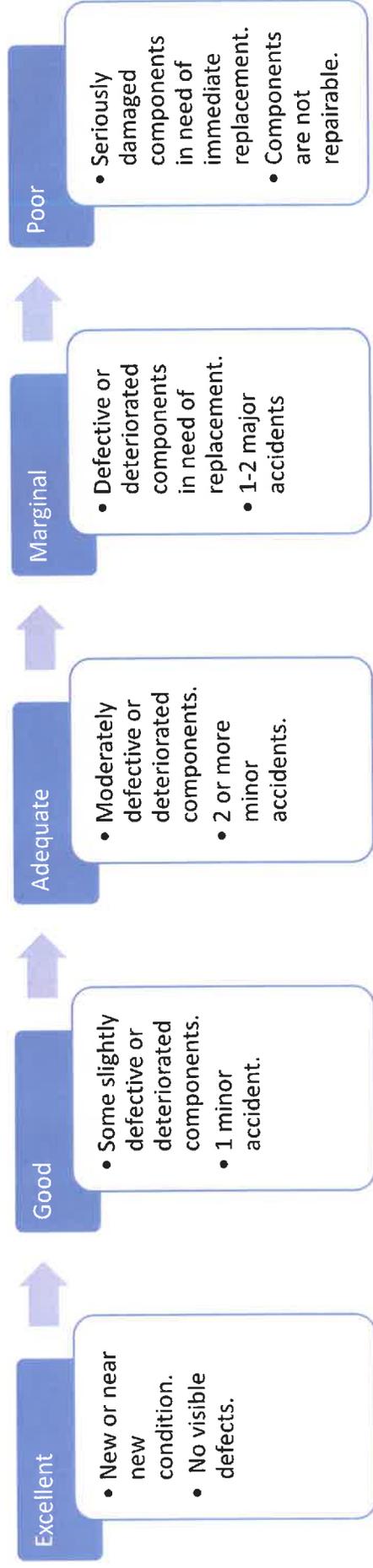
MAP Program Vehicle Monthly Report

Month/Year Reporting _____

Vehicle Vin #	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Comments:			
Vehicle Vin#	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Comments:			
Vehicle Vin#	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Comments:			
Vehicle Vin#	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Comments:			



Asset Management Bus Condition Tool:



Appendix C

**VEHICLE MAINTENANCE PLAN
EXAMPLE**

AGENCY NAME

Instructions:

- Insert specific agency information in **red**.
- Examples of information are in *italics*.
- Instructional text to provide overview for the agency is in **bold**, should not be used as example or text.

OVERVIEW

This document presents the major responsibilities and procedures followed by the **AGENCY** in its day-to-day operations. The **AGENCY'S** primary goal is to maintain its transit rolling stock in a manner that ensures the safety of the riding public and employees. The **AGENCY** is responsible for effectively and efficiently maintaining all rolling stock in clean and good working order.

Major objectives of the maintenance program include the following:

- To maintain all rolling stock and service/staff vehicles in safe, clean and good working condition;
- To provide a preventive maintenance (PM) program with scheduled services for all rolling stock and staff/service vehicles and maintenance equipment (if applicable);
- To document all maintenance work performed and maintain well organized records of work performed; and
- To provide or contract for a well trained maintenance work force proficient in most aspects of vehicle maintenance.

MAINTENANCE MANAGEMENT

Explain who on the staff is in charge of maintenance and how maintenance is performed and monitored. Is it completed internally by qualified mechanics? Or does the agency have contracts with outside vendors for maintenance service? List all mechanics and shops used in this section and explain roles and responsibilities of the individuals inside your organization. Also explain, if outsourced, how outside contractors are managed.

VEHICLE INSPECTIONS

Transit vehicle safety and performance is key to providing transportation services. Regular inspections are essential for maintaining passenger safety, service reliability, and increasing the life span of each vehicle. Preventive vehicle maintenance requires the commitment to a predictable and appropriate inspection program. Inspection at the time a vehicle is delivered, daily pre-trip inspections, and scheduled preventive maintenance inspections are all important. Elements of these inspections and forms can be tailored to specific operations and equipment, but the inspections must be completed consistently and correctly.

Delivery Inspection

For ADOT 5310 recipients, vehicles are usually procured as a fleet by the ADOT Program Manager. The specification and vehicle requirements have been developed to provide the most serviceable and affordable vehicles possible. The vehicles are inspected at ADOT upon delivery from the vendor. However, AGENCY also completes an additional inspection when the vehicle arrives at our property to identify:

- VIN Number, Make, Model, Manufacturer;
- Visual check for any damage in route, such as cracks and dents;
- Visual check of interior for any damage;
- Operational performance of all systems such as windshield wipers, mirror, lighting, driver controls windows, roof ventilator;
- Labeling for ADA;
- Lift operation if applicable; and
- Road test for braking, acceleration, climate control.

Pre-Trip Inspection

Being able to spot a potential problem with a vehicle can prevent roadside breakdown. Pre-trip inspections require little time and help prevent higher repair costs. Pre-trip inspections should be done daily, or if vehicles are not used daily, prior to each use.

Explain agency procedures/program for pre-trip inspections here. Should include review of: oils/fluids, belts/hoses, tire pressure/lugs nuts, brakes, safety equipment, ADA features, body, cleanliness, and HVAC.

A Copy of our Pre/Post Trip Inspection Log is in Appendix X.

Explain how the agency handles information accumulated from pre-trip inspections. Are vehicles repaired based on pre-trip inspection findings? What type of finding forces a vehicle to come out

of service the day of inspection? Safety features should be identified as the highest priority for pull out and repair. ADA equipment repair is also a high priority.

Example:

Drivers as part of their daily routine are required to perform a thorough pre-trip inspection of their vehicle prior to starting the service. Included in the pre-trip inspection are the following items:

<i>Fluid Leaks under bus</i>	<i>Emergency Door & Buzzer</i>
<i>Loose wires, hose connections or Belts in Engine Compartment</i>	<i>Headlights, Flashers & 4-way Flashers</i>
<i>Oil Level</i>	<i>Right Front Tire & Wheel</i>
<i>Radiator Coolant Level</i>	<i>Front of Bus-Windshield</i>
<i>Battery</i>	<i>Left Front Tire & Wheel</i>
<i>Transmission</i>	<i>Exhaust System</i>
<i>Unusual engine noise</i>	<i>Left Side of Bus-Windows & Lights</i>
<i>Gauges & Warning Light</i>	<i>Left Rear Tires & Wheels</i>
<i>Switches</i>	<i>Rear of Bus-Windows and Lights</i>
<i>Horn</i>	<i>Tailpipe</i>
<i>Fans & Defrosters</i>	<i>Right Rear Tire & Wheel</i>
<i>Wipers & Washers</i>	<i>Right Side of Bus-Windows & Lights</i>
<i>Inside & Outside Mirrors</i>	<i>Drivers Seat & Belt</i>
<i>Brake Pedal & Warning Light</i>	<i>Directional Lights</i>
<i>Operation of Service Door</i>	<i>Parking Brake or Service Brake</i>
<i>Emergency Equipment</i>	<i>Steering</i>
<i>First Aid Kit</i>	<i>Wheelchair Lift</i>
<i>Entrance Steps</i>	<i>Cleanliness of Interior</i>
	<i>Condition of Floor</i>

Issues identified during the pre-trip inspection are categorized and prioritized under the following definitions:

- **Safety Defect** – *The vehicle cannot be released until repairs are completed. Safety cannot be compromised.*
- **Mechanical Defect** – *A defect that will worsen and increase costs. Vehicle cannot be released until repairs are completed.*
- **Elective Mechanical Defect** – *A defect that does not compromise safety and will not cause further damage if operated but needs to be corrected prior to next PM cycle.*
- **Elective or Cosmetic Defect** – *Defect will not compromise safety and will not cause further damage or cost as it is an aesthetic defect. Vehicle should be scheduled for a future off-peak time or when repair parts will be on-hand, as determined by the Mechanic Supervisor, or delayed until the next scheduled PM.*

Defects categorized as “safety” or “mechanical” are cause for exchanging the vehicle for one that is in good operating condition. Such defective vehicles are reported immediately by the driver, explaining the nature of the defect. A certified maintenance mechanic will check the

vehicle defect and if confirmed, place a red **“OUT OF SERVICE”** tag on the vehicle. The red **“OUT OF SERVICE”** tag remains on the vehicle until it is repaired and placed back in service by maintenance. Defects that do not affect safety are noted on pre-trip inspection form and given to the Dispatcher who forwards the form to the Mechanic Supervisor for later repair.

The Mechanic Supervisor will schedule repairs of defective vehicles and ensure that proper documentation of the repairs are prepared and filed in the vehicle maintenance file. All defect repairs are documented on Work Orders which include a description of the defect, the work performed, parts used, initials of the maintenance employee who did the repair work and the Mechanic Supervisor. In addition, all “safety” and “mechanical” defects, after they are repaired, must be initialed on the form by the maintenance employee who performed the repair work.

Periodic Inspection

Explain agency procedures/program for items that are inspected on a regular basis, but not necessarily daily. Explain what the items are and how often they are to be checked, what forms to use, etc. Items should include roof hatch, emergency door, fire extinguisher in date, first aid kit contents, and bodily fluid (blood-borne pathogens) kit contents.

ADOT Annual Vehicle Inspections

ADOT conducts annual vehicle safety inspections at their Equipment Services Division offices across the state. Our agency is notified that each vehicle under lien with ADOT is due for an annual inspection and our agency schedules the vehicle for inspection. If our agency has not been notified by ADOT, we schedule the inspection with ADOT to make sure we are compliant with the annual inspection requirement. A copy of the inspection report is provided to our agency by ADOT, once inspection is complete, to keep on file. These formal vehicle inspections do not replace any annual inspections required by the vehicle manufacturer.

PREVENTIVE MAINTENANCE INSPECTION / SCHEDULED SERVICE

Explain agency procedures for preventative maintenance (PM) here. The PM program is to be based on manufacturer's minimums, experience, and local conditions. This is usually expressed in terms of A-B-C-D inspections. The PM program should also address ADA features (wheelchair lifts), explain documentation (forms) for PM activities, and how PM activities are tracked.

Include forms in Appendix.

If wheelchair lift preventive maintenance (PM) is done separately from the other PM inspections then it is usually based on cycles or time. If cycles, the manufacturers recommend preventive maintenance is usually 1,700 cycles, not 500. For small providers, ADOT recommends annually or semi-annually. Please make sure whatever the PM program is for lifts, that it defined in the maintenance plan and PM forms.

Example:

PM inspections are designed to provide checks of all vehicle components, allowing adequate time for the repair of worn or broken parts. Inspection intervals should be determined based on the agency size and vehicle daily usage. (Larger agencies with heavy usage may elect to inspect vehicles more often than smaller systems with light loads.) Each successive inspection includes all of the elements of the previous inspection (e.g. the C level inspection has its own elements, as well as those from A and B level inspections.)

- a. *A Level Inspection – 3,000 Miles or Two Months*
- b. *B Level Inspection – 9,000 Miles or Six Months*
- c. *C Level Inspection – 24,000 Miles or Twelve Months*
- d. *D Level Inspection – 100,000 Miles – Major Overhaul*

Detailed inspection forms should be developed for each of the inspections. Each form should include a checklist on which the mechanic can check off each element inspected. Preventive Maintenance activities are included in each of the inspections and include the replacement of worn parts, with larger repairs reserved for the less frequent inspections and more common parts scheduled for the frequent inspections.

Americans with Disabilities Act (ADA) and Maintenance:

- *During each PM inspection all ADA-mandated accessibility features, i.e., wheelchair lift/ramps, wheelchair tie downs and P.A. systems are determined to be free of defects and in proper working order. Lift PM is performed every 500 cycles.*
- ***AGENCY** is aware that a vehicle with an inoperable lift must be removed from service before the next day, unless no spare vehicle is available. In this case, the vehicle must not be in service for more than three days.*

PM PROGRAM SCHEDULING / FILES

Explain how the agency schedules PMs and files/record retention here. All maintenance should be documented, a file should be kept for each bus, accompanied by a service summary log. Document how PM activities are scheduled, either via absolute or relative scheduling,

Example Only:

The automated fleet management system schedules vehicle preventive maintenance inspections in advance, based on the vehicle mileage recorded in the automated system at the latest time of refueling. Inspection schedules for preventive maintenance have been developed in accordance with manufacturer recommended intervals. The Shop Supervisor plans the daily maintenance work assignments including scheduled preventive maintenance as well as corrective repairs.

Based on the daily schedule, the Mechanic Supervisor prepares Work Orders for each day, ensures that the necessary parts are available and assigns work to the maintenance staff as appropriate.

After repairs are completed, the maintenance person responsible for completing the work initials the PM form and the Work Order indicating the work performed and parts used. The Fleet Section Manager reviews and approves all work performed. The Parts Invoices and PM form are filed in the individual vehicle file as documentation that the maintenance work was performed. These files are maintained in the Maintenance Clerk's office.

The Work Orders are kept electronically in the Fleet Management software database.

WARRANTY TRACKING

Explain how the agency tracks buses and parts under warranty. Ensure that warranties are addressed by an authorized warranty repair mechanic.

Example:

AGENCY shall follow a strict policy of securing restitution for all defective products and parts that are covered by the manufacturer's warranty.

The computer maintenance program allows for recording of all warranty parts and labor for each vehicle. In addition, the work order/parts history report for each vehicle makes it easy for management to see if a replacement part may still be under warranty.

Our fleet has the following warranties:

Ford Small Buses:

<i>Body and Paint</i>	<i>5 yrs</i>	<i>50,000 miles</i>
<i>Axles and Differential</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Suspension</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Engine</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Block, cam, crank, rods</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Torque Shift Transmission</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Carrier Air Conditioning</i>	<i>1 yr</i>	
<i>Nevelle Alternator</i>	<i>3 yrs</i>	<i>36,000 miles</i>

VEHICLE CLEANING

Explain how the agency cleans vehicles on a regular basis. Procedures should include interior, and exterior of the vehicle, daily, weekly and monthly duties, and quality assurance.

Example:

Each vehicle that is used in revenue service is cleaned internally and externally on a scheduled basis. Contract operator personnel are responsible for completion of cleaning work under the direction of the Operations Manager.

Activities performed in the daily vehicle cleaning regimen include the following:

- *Sweep entire bus floor including drivers area and step wells*
- *Wet mop entire bus floor including drivers area and step wells*
- *Wipe seats, handrails and dashboard*
- *Clean all interior windows*
- *Wash exterior of bus*
- *Empty trash container*

FLEET LIFE PLAN

AGENCY has **WRITTEN NUMBER (X)** buses in active service. All of the buses and vans that are handicapped-equipped are capable of being used for paratransit service.

Active Service Fleet:

AGENCY has **WRITTEN NUMBER (X)** buses in active service. A breakdown of the fleet follows:

Example:

<i>Quantity</i>	<i>Year</i>	<i>Make</i>	<i>Seats</i>	<i>Service Life</i>	<i>In Service</i>	<i>Replace Date</i>
6	2006	Ford	12	8 yrs	8 yrs	2015
2	2012	Ford	18	8 yrs	2 yrs	2021
2	2012	Ford	8	10	2 yrs	2023

AGENCY current bus schedule requires **X** buses in peak service. With **X** active buses in the fleet, that leaves **X** buses as spares and a spare ratio of **X** divided by **X** = **X%**.

X number of **AGENCY** vehicles are equipped with wheelchair lifts.

Bus Maintenance Scheduling Worksheet

Mileage scheduling interval: 500

Bus Number	Year	Make	Inspection Interval	Mileage Last PM	Current Mileage	Mileage to Next PM	Status
15	1997	Plymouth Van	3,000	139,244	140,974	142,244	OK
20	1998	Ford Windstar	3,000	133,667	133,322	136,667	OK
22	1997	Plymouth Van	3,000	132,239	132,031	135,239	OK
30	2001	Ford/Bus GCII	5,000	125,370	133,612	130,370	LATE
34	2002	Dodge Caravan	3,000	69,937	71,584	72,937	OK
37	2003	Ford/Bus GCII	5,000	111,984	115,082	116,984	OK
38	2003	Ford/Bus GCII	5,000	139,159	136,308	144,159	OK
39	2003	Ford/Bus GCII	5,000	137,513	141,581	142,513	OK
40	2003	Ford/Bus GCII	5,000	72,650	72,961	77,650	OK
41	2001	Ford/Bus GCII	5,000	71,300	76,150	76,300	SCHEDULE
42	2004	Ford/Bus GCII	5,000	76,000	77,419	81,000	OK
43	2004	Ford/Bus GCII	5,000	88,770	92,089	93,770	OK
44	2004	Ford/Bus GCII	5,000	90,560	93,001	95,560	OK
45	2004	Ford/Bus GCII	5,000	110,000	112,514	115,000	OK
46	2006	Ford/Bus GCII	5,000	23,281	28,459	28,281	PAST DUE
47	2006	Ford/Bus GCII	5,000	27,824	30,711	32,824	OK
48	2006	Ford/Bus PACER	5,000	26,806	28,030	31,806	OK
49	2006	Ford/Bus PACER	5,000	25,695	26,161	30,695	OK
50	2006	Ford/Bus PACER	5,000	10,000	19,738	15,000	LATE
51	2006	Ford/Bus PACER	5,000	43,986	45,326	48,986	OK
52	2006	Dodge Caravan	3,000	10,756	11,061	13,756	OK

Lift Maintenance Scheduling Worksheet

Count scheduling interval: 50

Bus Number	Year	Make	Inspection Interval	Count Last PM	Current Count	Count PM Due	Cycles to Next PM	Status
15	1997	Plymouth Van	750			750	750	OK
20	1998	Ford Windstar	750			750	750	OK
22	1997	Plymouth Van	750			750	750	OK
30	2001	Ford/Bus GCII	750	4,872	5,623	5,622	(1)	PAST DUE
34	2002	Dodge Caravan	750			750	750	OK
37	2003	Ford/Bus GCII	750	4,287	5,034	5,037	3	SCHEDULE
38	2003	Ford/Bus GCII	750	5,342	5,872	6,092	220	OK
39	2003	Ford/Bus GCII	750	6,432	6,932	7,182	250	OK
40	2003	Ford/Bus GCII	750	7,520	8,149	8,270	121	OK
41	2001	Ford/Bus GCII	750	8,325	8,756	9,075	319	OK
42	2004	Ford/Bus GCII	750	6,354	7,098	7,104	6	SCHEDULE
43	2004	Ford/Bus GCII	750	5,448	5,873	6,198	325	OK
44	2004	Ford/Bus GCII	750	5,435	6,132	6,185	53	OK
45	2004	Ford/Bus GCII	750	6,487	7,232	7,237	5	SCHEDULE
46	2006	Ford/Bus GCII	750	4,463	5,076	5,213	137	OK
47	2006	Ford/Bus GCII	750	4,504	5,234	5,254	20	SCHEDULE
48	2006	Ford/Bus PACER	750	4,643	5,432	5,393	(39)	PAST DUE
49	2006	Ford/Bus PACER	750	4,287	5,183	5,037	(146)	PAST DUE
50	2006	Ford/Bus PACER	750	4,983	5,243	5,733	490	OK
51	2006	Ford/Bus PACER	750	5,101	5,734	5,851	117	OK
52	2006	Dodge Caravan	750			750	750	OK
0	0		0					

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 40	POWERS AND DUTIES OF CITIES AND TOWNS
Section 4A	GOVERNMENTAL UNITS; JOINT OPERATION OF PUBLIC ACTIVITIES; TERMINATION OF AGREEMENT; "GOVERNMENTAL UNIT" DEFINED; FINANCIAL SAFEGUARDS

Section 4A. The chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of a governmental unit may, on behalf of the unit, enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the parties thereto, in a city by the city council with the approval of the mayor, in a town by the board of selectmen and in a district by the prudential committee; provided, however, that when the agreement involves the expenditure of funds for establishing supplementary education centers and innovative educational programs, the agreement and its termination shall be authorized by the school committee. Any such agreement shall be for such maximum term, not exceeding twenty-five years, and shall establish such maximum financial liability of the parties, as may be specified in the authorizing votes of the parties thereto. A governmental unit, when duly authorized to do so in accordance with the

provisions of law applicable to it, may raise money by any lawful means, including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under such agreement. Notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempt from liability for its obligations under an agreement lawfully entered into in accordance with this section. For the purposes of this section, a "governmental unit" shall mean a city, town or a regional school district, a district as defined in section 1A, a regional planning commission, however constituted, a regional transit authority established under chapter 161B, a water and sewer commission established under chapter 40N or by special law, a county, or a state agency as defined in section 1 of chapter 6A.

All agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the performance of regular audits of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds. The agreement shall also require that periodic financial statements be issued to all participants. Nothing in this section shall prohibit any agreement entered into between governmental units from containing procedures for withdrawal of a governmental unit from said agreement. A decision to enter into an intermunicipal agreement under this section, or to join a regional entity, shall be solely subject to the approval process of the towns' elected bodies.

All bills and payrolls submitted for work done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost

of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimated receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing any such service, activity or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

By a majority vote of their legislative bodies, and with the approval of the mayor, board of selectmen or other chief executive officer, any contiguous cities and towns may enter into an agreement to allocate public infrastructure costs, municipal service costs and local tax revenue associated with the development of an identified parcel or parcels or development within the contiguous communities generally; provided, that the agreement shall be approved by the department of revenue.

