

MANAGEMENT AND OPERATIONS AGREEMENT

between

MFN Regional Wastewater District

and

Town of Mansfield, Massachusetts

This Management and Operations Agreement (the "Management Agreement") is made and entered into on the dates written below by and between the **MFN Regional Wastewater District**, (the District") a Massachusetts body politic, acting by and through its District Commission ("Commission") and the **Town of Mansfield, Massachusetts** ("Mansfield") a Massachusetts municipal corporation.

RECITALS

WHEREAS, the District was created pursuant to Chapter 101 of the Massachusetts Acts and Resolves of 2010 (the "Enabling Act") and that certain Agreement Establishing the MFN Regional Wastewater District dated June 17, 2014 (the "District Agreement") to manage and control certain wastewater treatment facilities serving the towns of Mansfield, Foxborough and Norton, Massachusetts; and

WHEREAS, since June 2014 by agreement with the Commission, Mansfield has operated and managed the District treatment plant and other District facilities; and

WHEREAS, the District has determined that it is in its best interests to retain Mansfield to continue to provide the operations and management services for the District with appropriate reviews at stated intervals for financial and operational prudence, all upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations as set forth herein, the District and Mansfield agree as follows:

ARTICLE 1 - ENGAGEMENT OF MANSFIELD

- 1.1 Engagement: The District hereby engages Mansfield, and Mansfield hereby accepts the engagement, to perform all services in connection with the management and operation of the facilities of the District that are reasonable and necessary for the operation of the District as contemplated in the Enabling Act and the District Agreement (the "Services").
- 1.2 Qualifications of Staff: Mansfield represents to District that all of its personnel, whether employees, agents or independent contractors, will be qualified and duly licensed (if necessary) to perform the Services required by this Agreement and further agrees to

perform services (either directly or through subcontractors) in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations.

ARTICLE 2 – TERM

- 2.1 Commencement Date: The agreement with all duties and obligations recited herein shall commence on the 1st day of July 2021.
- 2.2 Terms of Agreement: The term of agreement shall be ten (10) years from July 1, 2021 and shall automatically extend for an additional ten (10) years upon the same terms and conditions unless one (1) party provides written notice twelve (12) months prior to the tenth (10th) anniversary of this agreement that it will not extend this agreement.
- 2.3 Financial and Operational Review: The Commission, on the fifth (5th) anniversary and on every fifth (5th) year thereafter, may review the budgetary and financial obligations of this agreement as well as the operational performance of Mansfield. The Commission shall have the right to terminate this agreement when, in the judgement of the Commission, continuation of the agreement is no longer in the best interest of the District. The Commission shall provide written notice to Mansfield and all obligations of the parties shall terminate twelve (12) months from the date of written notice to Mansfield.

Notwithstanding the above, the Commission may request immediate cessation of any operational circumstances or practice tolerated or conducted by Mansfield which in the opinion of the Commission poses a clear and present danger to the safe operation of the treatment facility or exposes the Commission to unexpected and excessive financial burdens or administrative fines and penalties and the Commission may seek injunctive relief to restrain the offending practice or conduct.

- 2.4 Effect of Termination: The Commission and Mansfield will act in good faith to settle up any accounts due and payable up to the termination date, as the case may be. The Commission will make good faith efforts to provide then current employees in good standing with positions of equivalent status with the new operator or the Commission but cannot guarantee future employment.

ARTICLE 3 – STAFFING

- 3.1 Executive Director: There shall be an Executive Director who shall be responsible for the implementation and performance of this agreement. The Executive Director shall be knowledgeable in the field of wastewater services, knowledgeable in public works management and a licensed professional engineer in a related field within the Commonwealth of Massachusetts or possess equivalent educational experience. The Executive Director shall be the Mansfield Director of Public Works and shall be retained as such until March 2, 2022 and thereafter said former Mansfield Director shall be retained as the Executive Director until the fifth (5th) anniversary of this agreement when the position shall be reviewed. On and after March 2, 2022 and until the fifth (5th) anniversary of this agreement, the Executive Director shall be compensated as a consulting engineer to the Commission and responsible for the implementation of this agreement with general oversight and the responsibility to enforce compliance with the performance standards required herein. The Executive Director's

compensation shall be paid from the District's annual budget. Any successor to the Executive Director shall be appointed by the Commission.

- 3.2 Treasurer: Mansfield shall employ its Town Accountant to serve as Treasurer for the Commission with the responsibility to perform all necessary and expected duties associated with the position of Treasurer and as further described in the bylaws of the MFN Regional Wastewater District and its Agreement of Association including the obligation to acquire and maintain a fidelity bond on his or her position.

The Treasurer shall report to the Commission at its monthly meetings and at such other special meetings as may be required. At any time during the term of this agreement or any extension thereto, the Commission may remove the Mansfield Town Accountant as its Treasurer when in the opinion of the Commission, another professional hired by the Commission would better serve the needs of the Commission.

- 3.3 Staffing: Mansfield shall provide appropriate certified operators and staff in accordance with approved Department of Environmental Protection staffing levels to operate the District facilities. Mansfield will provide the District with the annual budget cost to appropriately account for the salaries and benefits of these staff.

ARTICLE 4 — BUDGET AND PAYMENTS

- 4.1 Budget: Mansfield will annually provide the Commission with a draft budget for the Services for review and approval. The Mansfield Expenses and Salaries as defined below will be charged in full to the District and the staff positions noted for those salaries will continue to perform their job functions during that period.
- 4.1.1 Expenses: Existing Mansfield Sewer Enterprises Expenses, which are overall administrative expenses and include office supplies, rent, postage, Norton taxes, Treasurer, Accountant and computer expenses, insurance, consultant/engineering/ legal expenses, other post-employment benefits and healthcare and pension liabilities, shall be semi-fixed costs under the District Agreement.
- 4.1.2 Salaries: Existing Mansfield Sewer Enterprise Salaries, which are overall administrative salaries and include a portion of the Director's, Office Manager's and Clerks' salaries, and a portion of the Treasurer and Accountant salaries, shall be semi-fixed costs under the District Agreement. Mansfield Sewer Enterprise Salaries will be based on actual hours charged for District activities and services provided versus past practice of including a semi-fixed portion of the annual salary cost.
- 4.1.3 Debt Service: The debt service for District facilities will be included in the District budget and in the annual budget projections provided by Mansfield.
- 4.1.4 Adoption of Budget; Payment: The District shall adopt an annual budget and pay amounts due thereunder in accordance with the terms of the District Agreement.

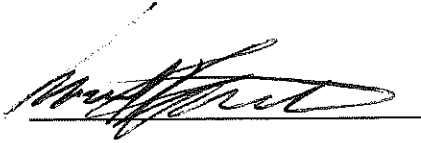
ARTICLE 5 - GENERAL PROVISIONS

- 5.1 Assignment: Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 5.2 Governing Law: This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

MFN WASTEWATER DISTRICT COMMISSION – Approved on March 2, 2021

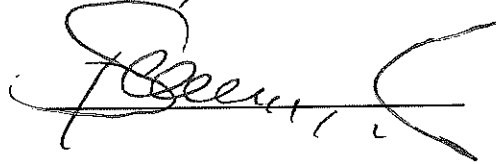


Cheryl

Mary

Mark

M. Up



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF MANSFIELD – Approved on March 17, 2021.
Acting by and through its
Select Board

