

NEW BUSINESS

8-8-11

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement ("First Amendment") is made by and between The Town of Middleborough ("Landlord") and T-Mobile Northeast LLC, successor in interest to Omnipoint Holdings, Inc. ("Tenant"), having a principal place of business at 4 Sylvan Way, Parsippany, NJ 07054.

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 17, 2004 ("Lease") whereby Landlord leased to Tenant a portion of the property located at 10 Nickerson Avenue, Middleborough, Massachusetts (the "Property");

WHEREAS, Landlord and Tenant desire to amend the Lease as follows; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this First Amendment.
2. All references to Exhibit 1 in the Lease shall be augmented with Exhibit 1-A, attached hereto and incorporated herein by reference.
3. In consideration for allowing Tenant to use Landlord's four inch (4") conduit totaling three hundred feet (300'), comprised of two hundred fifteen feet (215') outside the Middleborough Town Hall building plus eighty five feet (85') inside the Middleborough Town Hall building, Tenant shall pay Landlord an additional amount of Sixty Two and 50/100 Dollars (\$62.50) per month in Rent. The increased rent shall commence upon the full execution of this First Amendment.
4. Except as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall prevail.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year last written below.

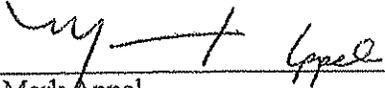
LANDLORD

The Town of Middleborough
Board of Selectmen

TENANT

T-Mobile Northeast LLC

By: _____
Name: Alfred P. Rullo, Jr.
Title: Chairman
Date: _____

By: 
Name: Mark Appel
Title: Area Director
Date: 21 JULY 11

By: _____
Name: Stephen J. McKinnon
Title: Vice Chairman
Date: _____

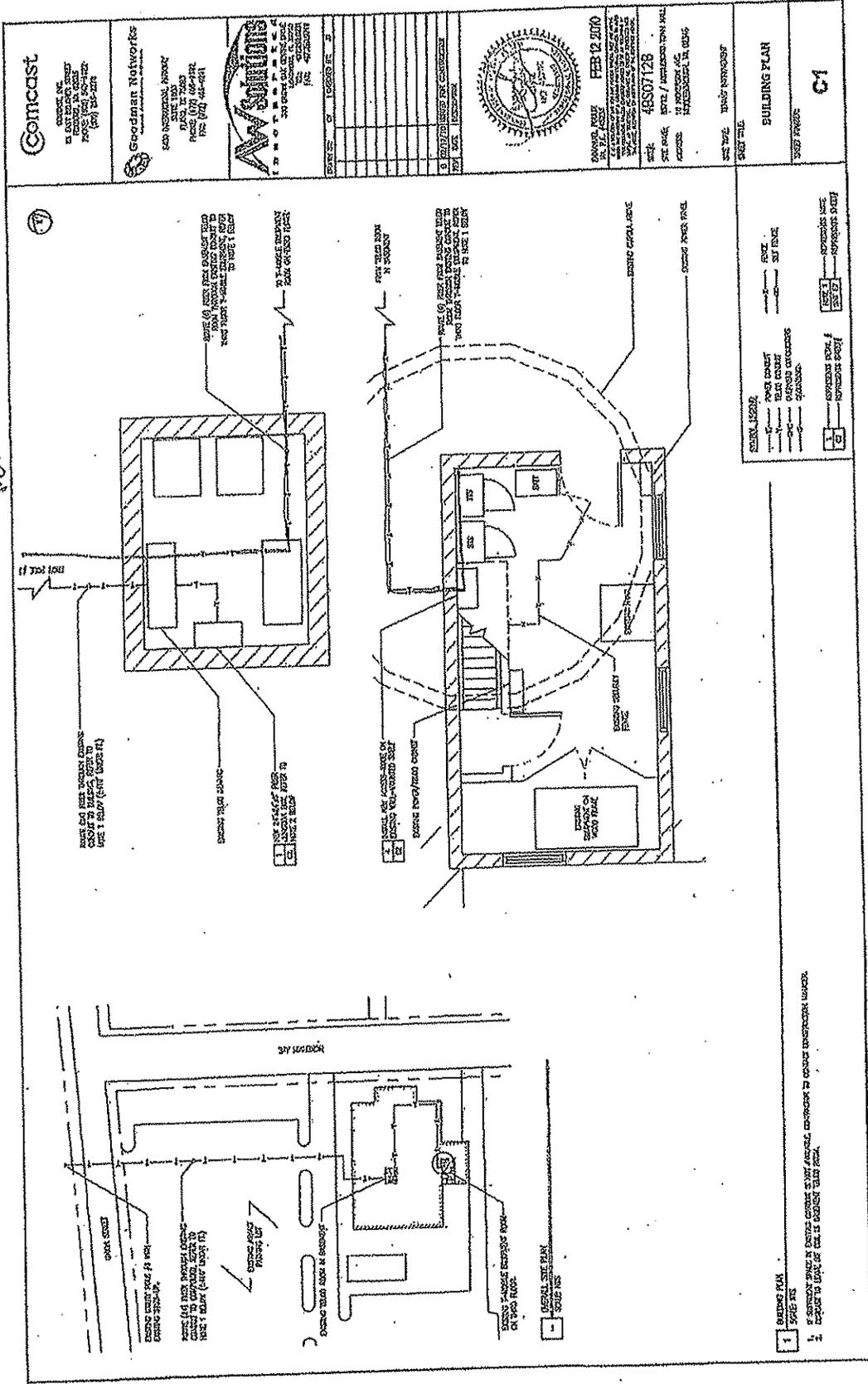
By: _____
Name: Steven P. Spataro
Title: Selectman
Date: _____

By: _____
Name: Allin Frawley
Title: Selectman
Date: _____

By: _____
Name: Ben Quelle
Title: Selectman
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Extended to meet City @ extension well
 located on pole side of building. Junction box
 (6) on pole located there.



Comcast

COMCAST INC.
55 WEST BROADWAY, SUITE 1000
NEW YORK, NY 10006
PHONE: (212) 504-2000
FAX: (212) 504-2000

Goodman Networks
6000 PENNSYLVANIA AVENUE, SUITE 1000
WASHINGTON, DC 20002
PHONE: (703) 504-2000
FAX: (703) 504-2000

AW Solutions
200 WEST 10TH STREET, SUITE 1000
DENVER, CO 80202
PHONE: (303) 733-1000
FAX: (303) 733-1000

DATE	10/20/09
BY	J. J. JONES
PROJECT	100 WEST BROADWAY
NO. OF SHEETS	10
SHEET NO.	10-1
SCALE	AS SHOWN
DESIGNED BY	J. J. JONES
CHECKED BY	J. J. JONES
DATE	10/20/09



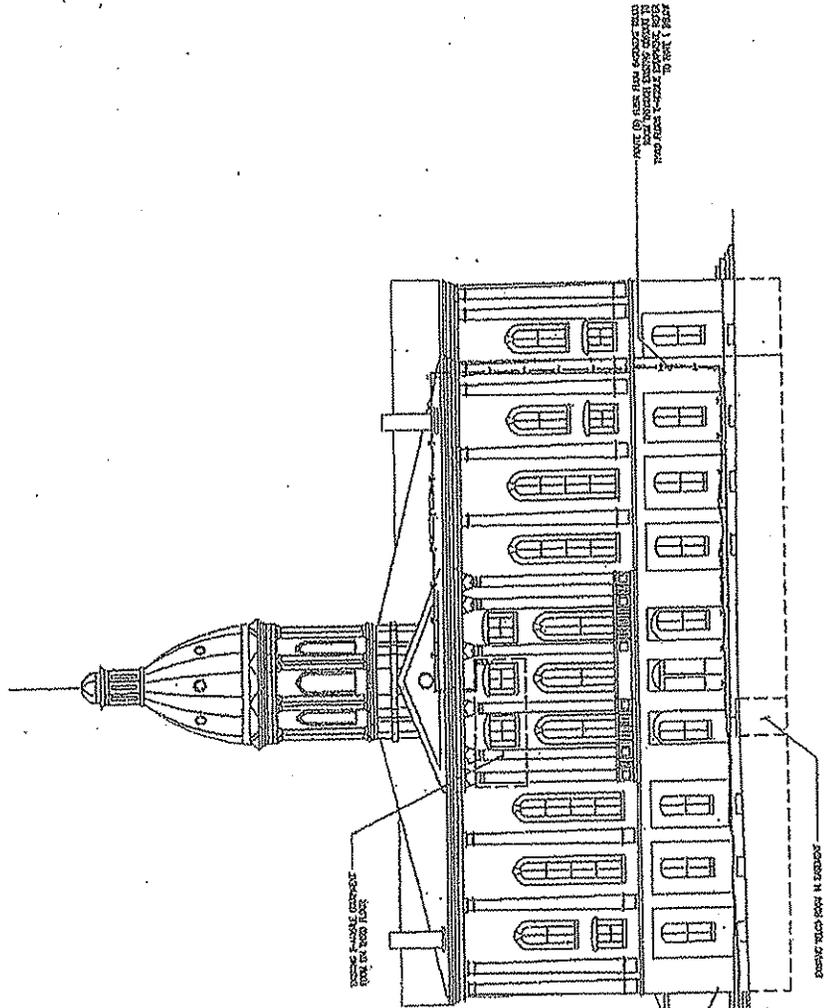
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PROJECT: 100 WEST BROADWAY
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SCALE: AS SHOWN
DESIGNED BY: J. J. JONES
CHECKED BY: J. J. JONES
DATE: 10/20/09

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DATE: 10/20/09



100 West Broadway
100 West Broadway
100 West Broadway

1. WEST BROADWAY ELEVATION
2. 100 WEST BROADWAY

1. TO SHOW THE BUILDING ELEVATION AS SHOWN IN THE EXISTING ELEVATION DRAWING.
2. TO SHOW THE BUILDING ELEVATION AS SHOWN IN THE EXISTING ELEVATION DRAWING.

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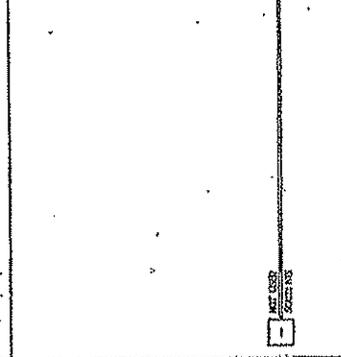
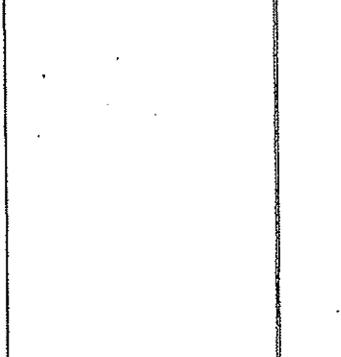
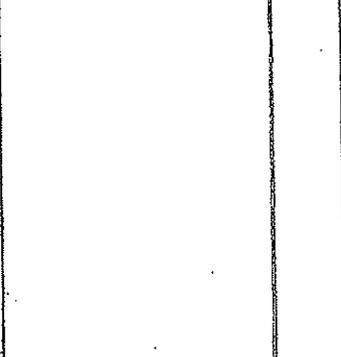
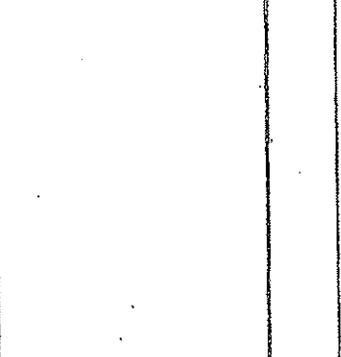
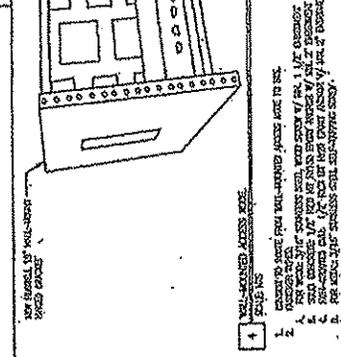
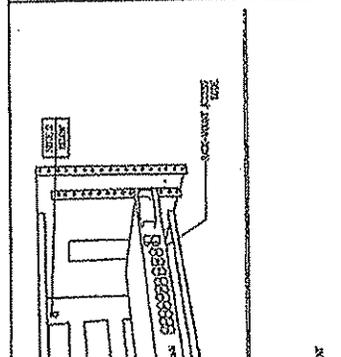
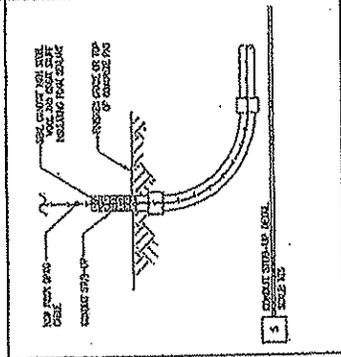
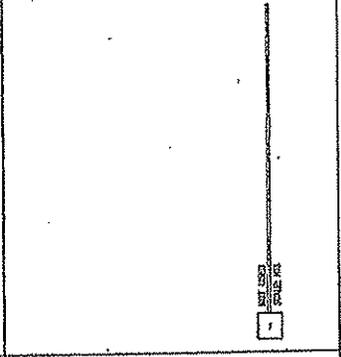
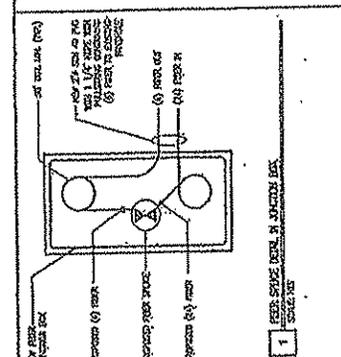
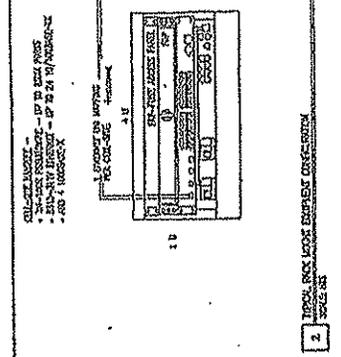
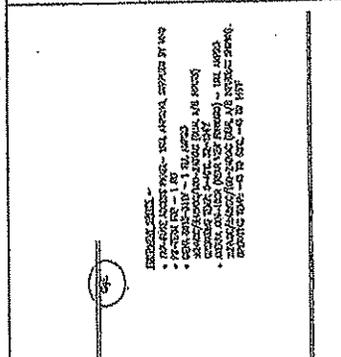
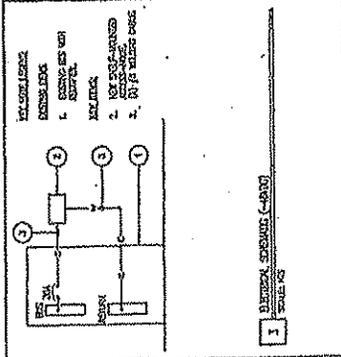
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COMCAST INC.
1600 BROADVIEW AVENUE
BOSTON, MA 02118
PHONE: (617) 552-4000
FAX: (617) 552-4000

GOODMAN NETWORKS
400 WASHINGTON AVENUE
SUITE 1000
BOSTON, MA 02118
PHONE: (617) 454-4000
FAX: (617) 454-4000

AVIATION
300 GARDEN STREET, SUITE 200
BOSTON, MA 02118
PHONE: (617) 552-4000
FAX: (617) 552-4000

REPORT MADE FEB 12 2003
BY THE MASS
DEPARTMENT OF
TRANSPORTATION
AND CONSTRUCTION
DIVISION OF
HIGHWAYS
PROJECT: 4850712B
SHEET NO: 11
SHEET TITLE: TRUNK NETWORKS
SHEET NUMBER: 02



CRANBERRY CAPITAL OF THE WORLD



Phone: 508-946-2406 Fax: 508-946-0058

Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE July 24, 2011 The Catering Service of New England LLC
NAME OF APPLICANT William Fuller - manager
ADDRESS OF APPLICANT 13 West End Ave
ASSESSORS MAP & LOT 502/5389
NAME OF BUSINESS Allen Theater
OWNER OF PROPERTY TO BE LICENSED HOWLAND INV. TRUST.
ADDRESS OF PROPERTY TO BE LICENSED 133 Center St.
ASSESSORS MAP & LOT 502/5389

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture, 2nd Hand Clothing, Class I License, Class II License, Class III License, Liquor License (checked), Common Victualler, Other, Fundraiser/Comedy Show, All Alcohol License

Anticipated Start Date for Business August 13, 2011
Hours requested: 6pm - 11pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain: YES - SIMILAR REQUEST AND SUBSEQUENT APPROVAL

Signature [Handwritten Signature]
DATE OF HEARING 8/8/11

APPROVED/DENIED

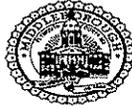
Do not write below line. To be Completed by Treasurer/Collector:

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

[Large handwritten signature]

Incorporated 1669
341 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough

Massachusetts

Department of Public Works

48 Wareham Street

Middleborough, MA 02346

Phone 508-946-2481 Fax 508-946-2484

Andrew P. Bagas
D. P. W. Director

DIVISIONS

Highway

Sanitation

Insect & Pest Control

Tree Warden

Wastewater

Water

Date: July15, 2011

To: Charles Cristello,
Town Manager

From: Kenneth Capalbo
Mechanic/Foreman

Re: Surplus Vehicles

1996 Chevrolet Cavalier-Green-VIN #1G1JC524XT7101821-Frame broken/rotted. - Health Dept.

1997 Chevrolet Cavalier-Red-VIN #G1JC524XV7121361-Frame broken/rotted. - Town of Middleborough

In my opinion, neither of these vehicles are worth putting any money into.

Jacqueline Shanley

From: Andy Bagas
Sent: Tuesday, July 26, 2011 8:23 AM
To: Charles Cristello
Cc: Chief Bruce Gates; Jacqueline Shanley
Subject: Tispaquin Street Stop Sign Recommendation

Charlie:

I recommend that the Board of Selectmen vote to authorize a stop sign on Tispaquin Street, northbound at Rocky Meadow Street.

Please place this on the BOS agenda for their next meeting.

Chief Gates concurs with this recommendation.

Andy

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR SPECIAL STATE PRIMARY
AUGUST 23, 2011

PLYMOUTH, SS.

To either of the Constables of the Town of Middleborough

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in the Special State Primary to vote at polling places listed below:

Precincts 2 and 4: Middleborough High School Gymnasium
71 East Grove Street (Route 28)
Middleborough, MA 02346

on **TUESDAY, THE TWENTY-THIRD DAY OF AUGUST, 2011**, from **7:00 A.M. to 8:00 P.M.** for the following purpose:

To cast their votes in the Special State Primary for the candidates for the following office:

REPRESENTATIVE IN GENERAL COURT 12TH BRISTOL DISTRICT

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

Given under our hands this **8th day of August, 2011**.

Alfred P. Rullo, Jr.

Stephen J. McKinnon

Steven P. Spataro

Allin Frawley

Ben Quelle

Board of Selectmen
Town of Middleborough

Pursuant to the instructions contained in the above warrant, I have notified and warned all the inhabitants of said Town of Middleborough, qualified to vote as expressed in said warrant, to meet at the time and place for the purpose specified, by causing an attested copy of the same to be published in the Middleborough Gazette on the **11th day of August, 2011**, that date being more than seven days before the time specified for said meeting.


Bruce Gates, Police Chief

Tom and Kathy McGuinness
14 Cooney Lane
Middleborough, MA

June 30, 2011

To Whom It May Concern:

At 11:00 am on Sunday September 25, 2011, we would like to hold our 6th annual 2 mile walk, in our sons memory to raise money for the Progeria Research Foundation. This is a non-profit organization. Kris was a pre-school student at the Dr Lincoln D. Lynch School.

The walk would start and finish at the Memorial Early Childhood Center. The route has sidewalks and is mainly on the side streets surrounding the school.

We will be putting up posters and advertising for the walk. We hope to have around 200 walkers. We are also requesting permission to place a banner announcing the walk on the Town Hall front lawn from Sept.9, 2011 thru Sept. 26, 2011. We have a wooden frame that holds the banner and we place cinder blocks on the base of the frame to support it. The banner is 3 ft. by 6 ft. long.

The route will be as follows:

Start at MMECC
Left on Main St.
Right on Centre St.
Right on Forest St.
Right on Frank St.
Straight on Pierce St.
Left on School St.
Right on Barrow St.
Finish back at the MECC

If you need more information please call us at home 508 946 0587 or call Tom at work 781 447 9900

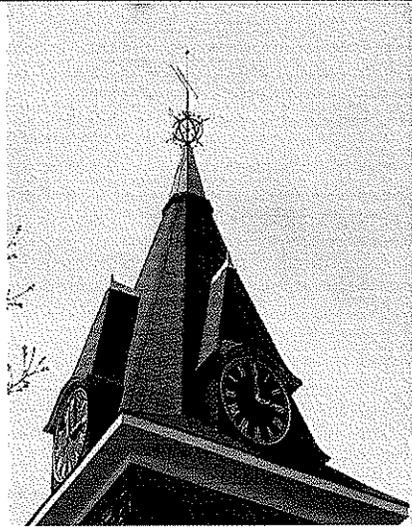
Thank You,

Tom & Kathy McGuinness

Tom and Kathy McGuinness

14 Cooney Ln.
Middleboro, MA. 02346

* No objections by police, Fire, DPW
J.



Fall Festival and Craft Fair

September 24, 2011

9A.M. to 2P.M.

Rain Date September 25, 2011 - 11:30 to 3:30

Board of Selectmen
Town of Middleborough
Town Hall
Middleborough, MA

We are again requesting permission to use barriers to block off Plymouth Street in front of the North Congregational Church on Saturday, September 24, 2011 from 8AM to 3PM for our annual Fall Festival/Craft Fair. There is also a rain date of Sunday, September 25, 2011 in which we would like to block off the road from 10:30 to 4:00, if necessary.

We are sending this message to the highway, police and fire departments. We are also requesting that the barriers from the highway department are made available to us, as they have been in the past.

If you have questions or concerns, please contact me directly at 508-947-8609.

Sincerely yours,
Gordon Cass, North Congregational Church
PO Box 1209
Middleborough, MA 02346

CC: Police Department, Fire Department, Highway Department



June 30, 2011

Ms. Andrea Priest, Executive Director
Middleboro Council on Aging
Senior Multiservice Center
558 Plymouth Street
Middleboro, MA 02346

Dear Ms. Priest:

Enclosed please find two copies of the contract between GATRA and your community for demand response services. The contract will cover the period of July 1, 2011 through June 30, 2012.

I suggest you and/or appropriate personnel review the contract and if in agreement please have the authorized person for the Town sign both contracts and return one copy for our files.

We look forward to working with you in providing public transit services to your community during the next year. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Francis J. Gay", written in a cursive style.

Francis J. Gay
Administrator

Sf

Enc.



GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

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

Agreement this 1st day of July 2011, by and between the Greater Attleboro-Taunton Regional Transit Authority (GATRA) a body politic and corporate of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 161B hereinafter referred to as "GATRA", and the Town of Middleborough, a duly organized and existing Massachusetts corporation, having a usual place of business in Middleborough, Massachusetts, hereinafter referred to as "Contractor".

WITNESSED

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

WHEREAS, GATRA has identified a need for the provision of such service for elderly people and persons with disabilities residing in the above noted community, also the provision of a shuttle service for all Middleborough residents throughout downtown Middleborough as illustrated in Exhibit 5, and service between the City of Taunton and the Town of Middleborough;

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

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

- A. The Contractor agrees that all drivers prior to working under this contract shall have successfully completed training in the following: Americans with Disabilities Act (ADA), sensitivity, wheelchair/lift securement, defensive driving, emergency evacuation procedures, bodily fluid spill procedures, cardiopulmonary resuscitation and basic emergency first aid medical care.
- B. The Contractor agrees to maintain in good repair, mechanical condition and working order, all vehicles utilized by the Contractor to provide service under this Agreement in accordance with industry and vehicle manufacturer standards. If vehicles are leased from GATRA failure to maintain leased vehicles is a breach of this Agreement and constitutes grounds for termination of this Agreement. Under this contract the Contractor is responsible for the regular and preventative

maintenance of all vehicles. This includes all parts, labor and associated costs. The Contractor and GATRA will discuss any major items of maintenance to be done on the GATRA vehicle(s) on a case-by-case basis.

- C. The Contractor agrees not to use GATRA owned vehicles in charter, sightseeing, or school bus services as they are defined by relevant Federal Transit Administration (FTA) regulations and Massachusetts General Laws. Any breach of this section will be deemed material by GATRA and will be grounds for GATRA to terminate this contract.
- D. The Contractor agrees that GATRA may require any reasonable physical improvements to GATRA owned vehicles in order to prepare them for use in said service. Said vehicles must be washed and cleaned thoroughly at least once per week.
- E. The Contractor understands that GATRA reserves the right to refuse payment of any item purchased over \$500.00 for which the Contractor has failed to obtain three estimates.
- F. The Contractor agrees that it shall be wholly liable for all suits, acts of its employees, damages and costs arising from the operation of the service(s) described in Exhibit 1 of this Agreement.
- G. The Contractor agrees to hold harmless, protect, defend and indemnify the Commonwealth of Massachusetts, GATRA and its officers, employees, agents and volunteers, jointly and severally, against all loss and/or damage arising out of the transportation services rendered under this Agreement including cost of defense provided such loss or damage is caused solely by the negligence of the Contractor.
- H. The Contractor agrees that it will perform any and all work which may be reasonably necessary to provide the services rendered under this Agreement.
- I. The Contractor agrees that it will maintain ridership and revenue records consistent with requirements set forth by the Commonwealth of Massachusetts and the Federal Transit Administration (FTA), including, but not limited to fulfilling the FTA National Transit Database reporting requirements.
- J. The Contractor agrees that it will maintain a separate accounting system for services rendered under this Agreement. Such accounting system shall be in accordance with the requirements of the Federal Transit Administration.
- K. The Contractor agrees that all of its drivers shall be duly licensed as required by the Commonwealth of Massachusetts, and under the regulations of the Federal

Highway Administration, and be responsible for data collection and other service evaluation activities as specified by the GATRA Administrator.

- L. The Contractor agrees that it shall not discriminate against any employee or applicant for employment under this Contract because of race, color, creed, sex, disability, age, or national origin and the Contractor agrees to take affirmative action to insure that applicants and the employed are treated fairly during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such affirmative action shall include, but not limited to employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- M. The Contractor agrees that it shall immediately report all accidents to the proper authorities, including the GATRA Administrator and will issue written reports concerning such accident to GATRA for its review within 48 hours of such accident.
- N. The Contractor agrees that it shall advise GATRA of any operational problems including, but not limited to, scheduling problems and vehicle deterioration.
- O. The Contractor agrees that authorized officials of GATRA, the Commonwealth of Massachusetts, and/or the United States of America will be permitted to inspect and audit the books and records maintained by and for the Contractor regarding the service herein described, provided only that such inspection or audit must be conducted within normal working hours and at the place where such books and records are conventionally maintained. The Contractor shall assist GATRA to the maximum extent feasible in compiling such additional data relative to operations, as may be useful in transportation planning and programming. GATRA and the Contractor agree to keep all data confidential and to publish the same only in such summary form as may be necessary for planning and programming purposes except as may be required by the United States government or the Commonwealth of Massachusetts.
- P. The Contractor agrees to supply to GATRA a copy of the Contractor's audited consolidated financial statements and any related management letter issued by their auditors. Contractor agrees to supply these documents within 30 days of issuance by the auditor.
- Q. The Contractor agrees to submit invoices to GATRA by the seventh 7th day of the month for eligible services rendered during the previous month of operation in conformance with the costs as outlined in Exhibit 1 of this Agreement and on the form provided.

R. Termination –

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

Termination – Either Party: Either party to this Contract shall have the right to terminate this Contract during said term provided that either party notify the other of such desire by 45-day notice in writing, which notice shall specify the reasons why such termination is desired.

Termination for Default: If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GATRA may terminate this contract for default. GATRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

Opportunity to Cure: GATRA may, in the case of a termination for breach of default, allow the Contractor thirty (30) days in which to cure the defect. The notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to GATRA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from GATRA setting forth the nature of said breach or default. GATRA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default

shall not in any way operate to preclude GATRA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

- S. The Contractor agrees that liquidated damages as provided in Exhibit 4 of this contract shall be deducted from its compensation due under Section "II" Paragraph A for violations of this contract.
- T. Contractor is required to obtain worker's compensation insurance covering all personnel and employees of Contractor, as required by the Massachusetts Worker's Compensation Act, as amended.
- U. GATRA will insure the vehicles necessary for the Contractor to perform the services described herein. In the event GATRA requires the Contractor to obtain and keep in force appropriate forms of insurance coverage, such insurance policies shall include the following:

Limits:

Bodily Injury and Property Damage Liability	
Each Accident	\$5,000,000
Covered Auto: Any Auto	
Property Damage Deductible:	\$500 Each Accident
Personal Injury Protection	Statutory
Medical Payments/Uninsured Motorists	\$5,000
Each Person/Each Accident	\$500,000/500,000
On Private Passenger Vehicles	
Each Person/Each Accident	\$15,000/\$30,000
On All Other Autos	
Covered Auto:	Any Auto

- a. Comprehensive fire and extended damage insurance covering the amount of the full insurable value of each motor coach in the transit system with a deductible clause not to exceed \$500.

All insurance policies shall be by their terms or by specific endorsement designate GATRA as co-insured. GATRA, its employees, officers and Advisory Board shall be named insured under such policies of insurance.

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

If applicable, the Contractor agrees to provide satisfactory proof of such insurance to GATRA within 7 days of the execution of this agreement.

- V. Contractor shall be required to obtain collision insurance coverage for losses of damages to motor vehicles used in the transit system and other capital equipment used in conjunction with this Agreement.

II. OBLIGATIONS AND AGREEMENT OF GATRA

- A. GATRA agrees to pay to the Contractor, by the thirtieth (30) day of each calendar month, commencing July 1, 2011 ending June 30, 2012 the amount as specified in the invoice submitted by the Contractor, less fares collected for the previous month of operation and liquidated damages assessed by GATRA. Invoices shall not exceed the budgeted cost for this service as specified in Exhibit 1. Monthly costs are subject to the approval of GATRA. If the Contractor expends funds in excess of such budget amount for the provision of the services contained hereunder, such expenditure must be approved by GATRA.
- B. GATRA agrees to notify the Contractor of any changes in service policies, in writing, a minimum of thirty (30) days prior to the planned change(s).
- C. GATRA agrees to notify the Contractor, in writing, within ten (10) days of the receipt of the monthly cost statement of any disallowed costs and the reason for such disallowance.
- D. GATRA agrees to assume all responsibility for marketing activities related to the service(s) described herein.

III. GENERAL CONDITIONS

- A. GATRA shall have final authority in determining the types and schedules of service to be provided under this Agreement.
- B. GATRA shall determine the fares to be charged to the general public. GATRA reserves the right to change these fares with a minimum thirty (30) days written notice of such change(s) to the Contractor and subject to any public hearing requirements of GATRA.

- C. Any disputed costs for service must be appealed to the Advisory Board in writing within five (5) working days of the notice of such disallowance. The appeal will be heard by the Advisory Board at their next monthly meeting. All parties shall be notified by the GATRA Administrator of said appeal hearing within seven (7) days of the scheduled date. The appeal hearing shall be conducted in accordance with the provisions of Chapter 30A, Massachusetts General Laws. All parties will be notified of a decision within (30) days of the appeal hearing.
- D. All revenue received from fares, resulting from operation of this service, shall be the exclusive property of the Contractor, and shall be deducted from operating expenses billed to GATRA.
- E. Except as provided herein, the parties agree and understand that the Contractor is not an employee or agent of GATRA and is an independent contractor in the performance of its duties hereunder.
- F. In an effort to achieve minimum burden on the Commonwealth, the municipalities constituting GATRA and the Federal government, Contractor agrees to act as an agent for GATRA only in the lease or purchase of goods and services for use in the transit system. Contractor is hereby authorized to utilize GATRA's tax-exempt status to that end.
- G. GATRA receives federal operating assistance funds from the Federal Transit Administration (FTA). As a condition to the agreement, the Contractor agrees that it will afford to its employees receiving compensation for mass public transit service rendered hereunder, all the rights, benefits and other employee protective conditions and remedies which may be applicable pursuant to and in accordance with the Safe, Accountable, Flexible, and Efficient Transportation Equity Act, A Legacy for Users (SAFETEA-LU) of 2005, as amended.
- H. If any article or section of this Agreement or any exhibit or addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by any such tribunal, pending a final determination as to its validity, the remainder of the Agreement or any exhibits or addenda attached hereto shall not be affected thereby.
- I. The Contractor shall assist GATRA in fulfilling its requirements to comply with all applicable statutes, orders or requirements issued under the Clean Air Act, Executive Order No. 11738 and the Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15). Any violations of the above mentioned acts shall be reported to FTA and to the EPA for Enforcement. Further the Contractor agrees to assist GATRA in its compliance with Section 106 of the National Historic Preservation Act and shall comply with the Commonwealth's energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

IV. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

- A. Drug and Alcohol Testing – The Contractor agrees to comply with the provisions of the following programs: U.S. DOT regulations “Drug Free workplace Requirements”, 49 C.F.R. Part 29, Subpart F, FTA regulations, “Prevention o Prohibited Drug Use in Transit Operations”, 49 C.F.R. Part 655 and FTA regulations, “Prevention of Alcohol Misuse in Transit Operations”, and 49 C.F.R. Part 40 “Procedures for Transportation Workplace Drug and alcohol Testing Procedures”, as amended. The Contractor agrees to submit drug-testing data to GATRA by February 15th of each year in the format as required by GATRA.
- B. Privacy Act - The Contractor agrees to comply with the provisions of the Privacy Act when work performed under this contract may involve the design, development or operation of a system of records on behalf of the Federal Government. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, GATRA and the Contractor and any of their employees are considered to be an employee of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violation of the Act. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.
- C. Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

- D. Disadvantaged Business Enterprises - GATRA has adopted a Disadvantaged Business Enterprise (DBE) Policy in accordance with Federal regulations issued by the U.S. Department of Transportation (49 CFR Part 23). This policy provides that Disadvantaged Business Enterprises (DBEs) will be afforded every practicable opportunity to participate in the performance of contracts relating to GATRA's construction, procurement and professional service activities.

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

- E. Access to Records and Reports - The following access to records requirements apply to this Contract:

- a. Where GATRA is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R.18.36 (I), the Contractor agrees to provide GATRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

- F. 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 Agreement (Form FTA MA 13) dated October 1, 2006) between GATRA and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

- G. Recycled Products – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B or 40 CFR Part 247.
- H. Contract Work Hours
- a. Overtime requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages – GATRA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy and liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in violation paragraph of this section.

- d. Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

- e. Payrolls and basic records – Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the rations and wage rates prescribed in the applicable programs.

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

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. ' 5307, the Government reserves the right to impose the penalties of 18 U.S.C. ' 1001 and 49 U.S.C. ' 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

K. Transit Employee Protective Agreements

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

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

- c. Transit Employee Protective Requirements for Projects - Authorized by 49 U.S.C. ' 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- L. Incorporation of Federal Transit Administration Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests which would cause GATRA to be in violation of the FTA terms and conditions.

- M. The failure of GATRA to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall not be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, or the right of GATRA to thereafter enforce each and every such provision.

- N. The parties recognize and agree that Exhibits 1, 1-2, 1-3, 2, 3, 4 and 5 attached hereto are incorporated herein by reference and made a part of this contract.
- O. Either party to this Contract shall have the right to terminate this Contract during said term provided that either party notify the other of such desire by 45-day notice in writing, which notice shall specify the reasons why such termination is desired.

Contract Term - It is agreed and understood by and between the parties hereto that service as covered by this contract commenced July 1, 2011, as herein set forth notwithstanding the fact that the Agreement has been executed by the parties subsequent to July 1, 2011, and all services called for by this Agreement shall terminate at midnight on June 30, 2012.

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

TOWN OF MIDDLEBOROUGH

GREATER ATTLEBORO-TAUNTON
REGIONAL TRANSIT AUTHORITY

Chairman, Board of Selectmen

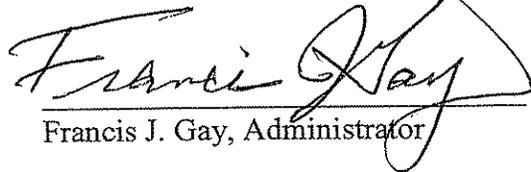

Francis J. Gay, Administrator

EXHIBIT 1

ELDERLY AND DISABLED SERVICE
Term of Contract - From 7/1/11 to 6/30/12

Community: Middleborough, Operated by Middleborough Council on Aging

Number of Elderly in Community: 3,000

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

Number/Type Vehicles: 2007 Ford Eldorado VIN# 1FDXE45P57DA13113
2007 Ford Eldorado VIN# 1FDXE45P77DA13114
2009 Ford Starcraft VIN# 1FDXE45S49DA84693

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

Estimated Trips/Month: 900

Estimated Unduplicated Riders/Month: 400

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>
Director \$ <u>10,000</u>	Wages \$ <u>120,000</u>	Rental/Lease \$ _____
Dispatcher \$ <u>12,000</u>	Fringes \$ <u>56,000</u>	Radio Rental \$ _____
Telephone \$ _____		Lease _____
Supplies \$ <u>500</u>		Depreciation \$ _____
Other \$ _____		Gasoline \$ <u>13,000</u>
(Explain)		Maintenance/
		Repair \$ <u>500</u>
		Insurance \$ _____
		Garaging \$ _____
		TOTAL COST \$ <u>212,000</u>

Contractor's Responsible Official:

Responsible Local Official:

NAME: Andrea Priest

NAME: Charles Cristello

POSITION: Executive Director

POSITION: Town Manager

ADDRESS: 558 Plymouth Street
Middleboro, MA 02346

ADDRESS: 10 Nickerson Avenue
Middleboro, MA 02346

PHONE: (508) 946-2490

PHONE: (508) 947-0928

EXHIBIT 1-2

ELDERLY AND DISABLED SERVICE
Term of Contract - From 7/1/11 to 6/30/12

Community: Middleborough, Operated by Middleborough Council on Aging

Number of Elderly in Community: 3,000

Service Characteristics: Downtown Shuttle Service

Number/Type Vehicles: 2005 Ford Eldorado VIN# 1FDXE45P66HA32633

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

Estimated Trips/Month: 190

Estimated Unduplicated Riders/Month: 1,000

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>
Director	Wages	Rental/Lease
\$ 10,000	\$34,000	\$ _____
Dispatcher	Fringes	Radio Rental
\$ 5,000	\$ _____	\$ _____
Telephone		Lease
\$ _____		
Supplies		Depreciation
\$ 500		\$ _____
Other		Gasoline
\$ _____		\$ 15,000
(Explain)		Maintenance/
		Repair
		\$ 500
		Insurance
		\$ _____
		Garaging
		\$ _____
		TOTAL COST
		\$65,000

Contractor's Responsible Official:

Responsible Local Official:

NAME: Andrea Priest

NAME: Charles Cristello

POSITION: Executive Director

POSITION: Town Manager

ADDRESS: 558 Plymouth Street
Middleboro, MA 02346

ADDRESS: 10 Nickerson Avenue
Middleboro, MA 02346

PHONE: (508) 946-2490

PHONE: (508) 947-0928

EXHIBIT 1-3

ELDERLY AND DISABLED SERVICE
Term of Contract - From 11/1/11 to 6/30/12

Community: Middleborough, Operated by Middleborough Council on Aging

Number of Elderly in Community: 3,000

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

Number/Type Vehicles: 2005 Ford Eldorado VIN# 1FDXE45P66HA32633

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

Estimated Trips/Month: 65

Estimated Unduplicated Riders/Month: _____

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>
Director \$ _____	Wages \$ <u>10,000.</u>	Rental/Lease \$ _____
Dispatcher \$ <u>3,000.</u>	Fringes \$ <u>1,000.</u>	Radio Rental \$ _____
Telephone \$ _____		Lease
Supplies \$ _____		Depreciation \$ _____
Other \$ _____		Gasoline \$ <u>4,000.</u>
(Explain)		Maintenance/
		Repair \$ _____
		Insurance \$ _____
		Garaging \$ _____
		TOTAL COST \$ <u>18,000.</u>

Contractor's Responsible Official:

Responsible Local Official:

NAME: Andrea Priest

NAME: Charles Cristello

POSITION: Executive Director

POSITION: Town Manager

ADDRESS: 558 Plymouth Street
Middleboro, MA 02346

ADDRESS: 10 Nickerson Avenue
Middleboro, MA 02346

PHONE: (508) 946-2490

PHONE: (508) 947-0928

EXHIBIT 2

DIRECTIONS FOR COMPLETING OPERATING DATA REQUIREMENTS FOR GATRA

I. Forms to be maintained:

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

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

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

II. The Daily Passenger Log

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

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

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

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

Under "Remarks" he/she records any:

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

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

C. DISPATCHER -

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

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

III. The Monthly Service Summary

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

1. Total Revenue - total money collected through fares charged.
2. Total Passengers - number of riders for that day of operation.
3. Total Vehicle Mileage - The odometer reading for the day.
4. Total Vehicle Time - This is the driver's calculation for Total Time.
5. Accident Report - Any accidents that occurred during the month in question should be detailed with a complete accident report.
6. Vehicle Breakdowns - Report any operational problems encountered with the vehicle(s) during the month.

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

IV. Vehicle Trip Survey

Surveys should be filled out on the required day of the week and sent to GATRA.

A. DRIVER - When passengers board the van, the driver enters:

1. Survey Date
2. Day of Week
3. Vehicle Number
4. Vehicle Seated Capacity
5. Number of Passengers
6. Pick-up Address
7. Pick-up Odometer Reading
8. Drop-off Address (es)
9. Drop-off Odometer Reading
10. Trip Distance
11. Passenger Miles

V. Passenger Inventory Card File (optional)

From time to time GATRA may require passenger inventory information.

DEFINITIONS (for Elderly and Disabled Services):

Advanced Reservations	A trip arranged at least the day before.
Ambulatory	Any person able to board a vehicle without the use of a ramp or lift.
Elderly	Any person 60 years of age or older.
Group Trip	A one-way trip carrying more than one passenger leaving from the same address and arriving at the same destination.
Immediate Response	A trip called in on the same day as scheduled.
Non-ambulatory	Any person who must use the lift or the ramp to board the vehicle.
Non-elderly	Any person under the age determined by the transit authority to be eligible to use the transit service.
Non-group Trip	Individual trips by passengers, including passengers boarding at different addresses and arriving at the same destination; and passengers boarding at the same address and arriving at different destinations.
Passenger Trip	A one-way trip taken by a passenger. A round-trip is two passenger trips.
Revenue Hours	The number of miles the vehicle is driven while carrying any number of passengers. A vehicle carrying five passengers for sixty minutes has been in service for one revenue hour.
Revenue Miles	The number of miles the vehicle is driven while carrying any number of passengers.
Subscription	A trip scheduled on a regular daily or weekly basis by an individual or group.
Passenger Mileage	The number of miles a passenger was on board. Two passengers, riding together for 5 miles is 10 passenger trip miles.
Vehicle Hours	The time that the vehicle leaves for its first trip in the morning until it returns from its last trip at night.
Vehicle Miles	The number of miles the vehicle is driven as recorded on its odometer.

EXHIBIT 4

CONTRACT WITH GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY LIQUIDATED DAMAGES

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

Liquidated Damages are as follows:

1. FAILURE TO WASH AND CLEAN VEHICLE EACH WEEK:

Twenty-five and 00/100 (\$25.00) Dollars per breach.

2. FAILURE TO AFFIX AUTHORITY'S LOGO:

Twenty-five and 00/100 (\$25.00) Dollars per breach.

3. FAILURE TO SUBMIT REPORTS UNDER SECTION I, PARAGRAPH "I"
AND "O":

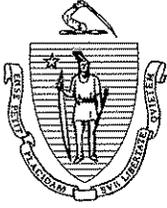
Twenty-five and 00/100 (\$25.00) Dollars damage for each report not submitted on a timely basis, or if the submitted report is inaccurate or if the submitted report is incomplete, provided that the total failure to provide reports is a substantial breach of contract for which the Authority may terminate contract.

4. FAILURE TO REPORT MOTOR VEHICLE ACCIDENTS ON A TIMELY
BASIS IN ACCORDANCE WITH SECTION I, PARAGRAPH "M":

One hundred and 00/100 (\$100.00) Dollars per breach.

5. FAILURE TO REPORT OPERATIONAL PROBLEMS UNDER SECTION I,
PARAGRAPH "N":

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



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

8/3/2011

Chair Alfred P. Rullo
CEO
10 Nickerson Avenue
Middleborough, MA 02346

Dear Dear CEO Rullo,

Enclosed please find your copy of the executed Massachusetts Community Development Block Grant Program (CDBG) Close-out Agreement, and, if applicable, the Certification of Completion, as signed by the Department of Housing and Community Development (DHCD) Director.

These are the final close-out documents for the Town of Middleborough CDBG CDFI-R grant 00010 award for 2008.

Please be advised that although activities have been completed satisfactorily, Part 85 Uniform Requirements and State regulations require that all records pertaining to the grant be retained for six years from the date of final payment.

Please accept our congratulations for the successful completion of your program.

Sincerely,

Carl Monaco
CDBG Budget/Account Coordinator

CM/dmj



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

8/3/2011

Chair Alfred P. Rullo
CEO
10 Nickerson Avenue
Middleborough, MA 02346

Dear CEO Rullo,

This is to inform you that the Massachusetts Community Development Block Grant (CDBG) has initiated procedures to formally close-out the grant of the Town of Middleborough CDFI-R under the FY 2008. Our records indicate the Period of Performance (from Section 2.01 of the Grant Contract) has expired. Please note the Final Agreement(s) have been forwarded to the contact noted (if applicable).*

Enclosed is a copy of the Close-Out Agreement. Please **sign and date** the enclosed agreement and return it to the following address within 15 days of receipt of this letter.

**Massachusetts Community Development Block Grant Program
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114**

Attn.: Debra Jean CDBG Data Management Specialist

In addition, please be advised that the Special Conditions (if applicable), as specified in Attachment A, shall remain as unresolved issues attached to your file. The Massachusetts CDBG Program will require the Town of Middleborough to resolve these issues prior to any additional Massachusetts CDBG Program awards being made to your community.

If you have any questions, please call me at (617) 573 - 1418.

Sincerely,

Carl Monaco
CDBG Budget/Account Coordinator

CM/dmj

cc: Contact w/Enclosures

**Commonwealth of Massachusetts
Massachusetts Community Development Block Grant Program
CLOSE-OUT AGREEMENT**

1. This Agreement entered into by and between the Town of Middleborough (hereinafter referred to as the "Recipient") and the Department of Housing and Community Development (hereinafter called "DHCD") is identified as Grant No.: CDFI-R-2008-Middleborough-00010; and
2. WHEREAS, all Recipient activities have been undertaken and completed; and,
3. WHEREAS, the parties hereto desire to enter final settlement and conclusion of the Grant; and in reliance on the final Quarterly Activity Report dated 12/31/2010.

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

SECTION A.: AUDITS

- A final audit has not been made of all program costs. The Recipient's next scheduled audit, in accordance with the Single Audit Act of 1984, will include an audit of Grant costs. If any costs are disallowed by such an audit and the disallowance sustained by DHCD, the Recipient will remit the amount of such sustained disallowed costs to DHCD.
- A final audit has been made of all program costs. The audit was submitted to DHCD and accepted.

SECTION B.: This agreement shall be executed in three counterparts, each of which shall be determined to be an original, and such counterparts shall constitute one and the same instrument.

SECTION C.: If a default occurs under this agreement or if Recipient fails to comply with any provision in 24 CFR Part 570, Subparts J and K, DHCD may at any time or from time to time proceed to protect all rights available to DHCD under this agreement and 24 CFR Part 570

This Close-Out Agreement with any applicable Special Conditions (Attachment A) is hereby executed and delivered by the parties hereto on the dates set forth below. All parties agree to abide by all governing regulations.

Town of Middleborough

Department of Housing and
Community Development (DHCD)

By: _____

By: _____

Name: _____

Name: Sandra L. Hawes

Title: CEO

Title: DCS Associate Director

Date: _____

Date: _____

Attachment A

**Massachusetts Community Development Block Grant Program
Close-out Agreement**

Town of Middleborough

CDFI-R-2008-Middleborough-00010

Special Conditions

N/A

The following remain as unresolved issues with the understanding that, effective as of the date of execution of this Close-out Agreement, the Recipient will be required by DHCD to resolve these issues prior to receiving any additional award of CDBG funds.

1. CDBG Monitoring Findings
Comments:

2. Audit Findings/Questioned Costs
Comments: The Town is responsible for resolving any findings resulting from this audit.

3. Certification of Completion (Financial)
Comments:

4. Final Quarterly Activity Report/Final Programmatic Report
Comments: Prior to closing the grant in CGMM, update and correct the beneficiaries, milestones and unit of measure statistics where applicable.



Town of Middleborough
Office of Economic & Community Development
20 Centre Street
Middleborough, MA 02346

Tel: 508-946-2402, Fax: 508-946-2402

August 3, 2011

Memorandum

To: Chair Alfred P. Rullo, Chair

From: Anna M. Nalevanko, Director, Office of Economic & Community Development (OECD)

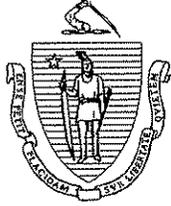
RE: Request for signature for Approval of Grant Closure

Please find the attached Grant Close Out Agreements for the 2005 CDBG Grant for Housing Rehab and for the 2008 ARRA Grant for renovations of the Nemasket Apartment Community Room Improvements.

Please sign this report so that we may proceed with closing these grants.

Thank you.

c: Charles Cristello, Town Manager



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

8/3/2011

Chair Alfred P. Rullo
CEO
10 Nickerson Avenue
Middleborough, MA 02346

Dear Dear CEO Rullo,

Enclosed please find your copy of the executed Massachusetts Community Development Block Grant Program (CDBG) Close-out Agreement, and, if applicable, the Certification of Completion, as signed by the Department of Housing and Community Development (DHCD) Director.

These are the final close-out documents for the Town of Middleborough CDBG CDF grant 05652 award for 2005.

Please be advised that although activities have been completed satisfactorily, Part 85 Uniform Requirements and State regulations require that all records pertaining to the grant be retained for six years from the date of final payment.

Please accept our congratulations for the successful completion of your program.

Sincerely,

Carl Monaco
CDBG Budget/Account Coordinator

CM/dmj

**Commonwealth of Massachusetts
Massachusetts Community Development Block Grant Program
CLOSE-OUT AGREEMENT**

1. This Agreement entered into by and between the Town of Middleborough (hereinafter referred to as the "Recipient") and the Department of Housing and Community Development (hereinafter called "DHCD") is identified as Grant No.: CDF-G-2005-Middleborough-05652; and
2. WHEREAS, all Recipient activities have been undertaken and completed; and,
3. WHEREAS, the parties hereto desire to enter final settlement and conclusion of the Grant; and in reliance on the final Quarterly Activity Report .

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

SECTION A.: AUDITS

A final audit has not been made of all program costs. The Recipient's next scheduled audit, in accordance with the Single Audit Act of 1984, will include an audit of Grant costs. If any costs are disallowed by such an audit and the disallowance sustained by DHCD, the Recipient will remit the amount of such sustained disallowed costs to DHCD.

A final audit has been made of all program costs. The audit was submitted to DHCD and accepted.

SECTION B.: This agreement shall be executed in three counterparts, each of which shall be determined to be an original, and such counterparts shall constitute one and the same instrument.

SECTION C.: If a default occurs under this agreement or if Recipient fails to comply with any provision in 24 CFR Part 570, Subparts J and K, DHCD may at any time or from time to time proceed to protect all rights available to DHCD under this agreement and 24 CFR Part 570

This Close-Out Agreement with any applicable Special Conditions (Attachment A) is hereby executed and delivered by the parties hereto on the dates set forth below. All parties agree to abide by all governing regulations.

Town of Middleborough

Department of Housing and
Community Development (DHCD)

By: _____

By: _____

Name: _____

Name: Sandra L. Hawes

Title: CEO

Title: DCS Associate Director

Date: _____

Date: _____

Attachment A

**Massachusetts Community Development Block Grant Program
Close-out Agreement**

Town of Middleborough

CDF-G-2005-Middleborough-05652

Special Conditions

N/A

The following remain as unresolved issues with the understanding that, effective as of the date of execution of this Close-out Agreement, the Recipient will be required by DHCD to resolve these issues prior to receiving any additional award of CDBG funds.

1. CDBG Monitoring Findings
Comments:

2. Audit Findings/Questioned Costs
Comments: The Town is responsible for resolving any findings resulting from this audit.

3. Certification of Completion (Financial)
Comments:

4. Final Quarterly Activity Report/Final Programmatic Report
Comments: Prior to closing the grant in CGMM, update and correct the beneficiaries, milestones and unit of measure statistics where applicable.



JUDY M. MacDONALD
TREASURER AND COLLECTOR

Town of Middleborough
Office of the Treasurer and Collector
20 Centre Street, 3rd Floor
Middleborough, MA 02346-2270
email: jmcld@middleborough.com

TELEPHONE
(508) 946-2420
(508) 946-2421

FAX
(508) 947-5447

Date: August 4, 2011
To: Board of Selectmen
From: Judy M. MacDonald, Treasurer/Collector, *J.M.M.*
Borrowing: Renewal: Water Main & Land Purchase off Miller Street Notes
Dated: August 18, 2011
Due: August 17, 2012

Results of telephone bids, Thursday August 4, 2011:

<u>Bank</u>	<u>Bid Amount</u>	<u>Interest</u>
Eastern Bank	300,000.	1.05%
Unibank for Savings	300,000.	1.00%

Bid awarded, subject to Selectmen's approval to:

Unibank for Savings	300,000.	1.00%
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Projects Include:

Water Mains	260,000.
Purchase of Land off Miller	40,000.