

AGENDA-2nd Amended 7/26/2021

Rehoboth Board of Selectmen

Monday, July 26, 2021

7:00 PM Regular Session

Town Hall-Board of Selectmen's Meeting Room

148 Peck Street

	MGL CHAPTER 30A, §21
CONSENT AGENDA	
Approval of Warrants & Minutes:	Warrants: Minutes: Executive Session: N/A Minutes: Regular Session: 1/19/2021
OPEN PUBLIC	
NEW BUSINESS	
Action 1:	Recognition of "Ava and Ryan" Day-Awardees for the Arson Watch Program
Action 2:	Discussion Re: Human Rights-Presentation Given by Patricia Donahue
Action 3:	Discussion Re: Historical Commission and Demolition of Buildings at Francis Farm, with possible action
Action 4:	Discussion Re: Francis Farm-COA Revised Floor Plan
Action 5:	Discussion Re: Relocation of Board of Health Services and Veterans Services
Action 6	Vote to Approve Highway Superintendent's Contract Amendment-see attached
Action 7:	Vote to Approve Fiber Optic Municipal Area Network Quote for Francis Farm-see attached
Action 8:	Vote to Approve Reserve Fund Transfer for the Fire Dept Vehicle Repair & Maintenance 012203-52420 for \$11,273.69-see attached
Action 9:	Vote to Approve Bristol-Plymouth Reg Tech School 1st Quarter Assessment Payment of \$237,402 for FY22-see attached
Action 10:	Vote to Approve MEMA Reimbursement for FEMA-4496-DR-MA-March 27,2020 Covid-19-see attached
Action 11:	Vote to Ratify Approval of Agreement with Home Commercial & Security for Fire Alarms/Monitoring for Francis Farm-COA-see attached
Action 12:	Vote to Approve Appointment to IT Committee, CPC, & Agricultural Committee-see attached, and Reappointments to Economic Development Committee, Green Energy Committee, Historical Commission, Personnel Board, and Municipal
Action 13:	Vote to Ratify Appointments to Conservation Committee, Harvest Block Party Committee, Finance Committee, IT Committee, and Reserve Officers
Action 14:	Vote to Accept Planning Board's Notification of a Vacancy on their Board-see attached
Action 15:	Vote to Approve Warrant for Robert E. Johnson, Constable, Dog Officer, Police Officer of the Town of Rehoboth-see attached
OLD BUSINESS	
ANNOUNCEMENTS	
OTHER BUSINESS	Any other business which may come before the Board
BOS REPORTS	
EXECUTIVE SESSION-	MGL CHAPTER 30A, §21.
ADJOURNMENT	

7/26/21

7:00 PM Call to Order – Open with Pledge of Allegiance to the Flag

WARRANTS:

Warrant approval:

MINUTES: Regular Minutes: 1/19/2021
Executive Minutes: N/A

Announcements:

The Next Selectmen's Meeting will be held on Monday, August 2 at 7 PM at Town Hall.

TOWN ADMINISTRATOR'S REPORT

The Treasurer's office is looking for a Temporary-Part-time Payroll/Office Clerk. Job Description and application are available on the Town Website or by request in the Board of Selectmen's office.

Transfer Station is still looking for two Monitors. Interested applicants, please send in your application to the Board of Selectmen's office.

OPEN PUBLIC FORUM:



Office of
SELECTMEN
148 Peck Street
Rehoboth, MA 02769

Tel.: (508) 252-3758
Fax: (508) 252-5342

**BOARD OF SELECTMEN
MEETING OF THE BOARD OF SELECTMEN
TUESDAY, JANUARY 19, 2021
MEETING MINUTES
SELECTMEN'S MEETING ROOM, TOWN HALL**

Present: Selectman Frederick "Skip" Vadnais, Selectman James Muri, Selectman Dave Perry, Selectman Gerry Schwall, Selectmen Michael Costello and Deborah Arruda, Interim Town Administrator

At 6:00 PM it was voted to enter into Executive Session pursuant to **MGL CHAPTER 30A, Section 21(a)**
(6) *To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.*

Call to Order at 7:00 p.m.: The Board and the public participated in the Pledge of Allegiance to the Flag.

M. Costello asked the Board to join him in observing a moment of silence for Scott Pennoyer, a member of the Conservation Committee, who recently passed away. He expressed his condolences for Scott's family.

1.0) Consent Agenda

Warrants for January 19, 2021:

D. Perry motioned approve this week's Warrant: 21-29B Payroll \$99,577.88; 21-28A Withholdings \$31,439.78; 21-29 Warrant \$93,719.51. Second by J. Muri. Vote 4-0. G. Schwall abstained.

Minutes: Regular Minutes: none
Executive Minutes: 9/14/2020

Announcements:

The next Board of Selectmen's meeting will be held Monday, January 25, 2021 at 7 PM at Town Hall.

Town Administrator's Report:

We have posted on the Town website two job openings. The Highway Department is looking for a truck driver/laborer position and the Transfer Station is looking for 2 monitors. You can fill out an application on the website and mail to the Board of Selectmen's Office at 148 Peck Street or email to cmcdonough@rehobothma.gov

Town Events Committee is looking for new members to help them organize future events in 2021. If interested, please fill out a Talent Bank Form which can be found on the Town website and email it to cmcdonough@rehobothma.gov in the Board of Selectmen's office.

Clarification regarding the situation on Homestead Ave. Zoning Officer and Board of Health have been in contact and find no issues. Homeowners hope to be able to move back in in the next month or so. Have asked for more clarification on septic cleaning, she will send update stating bi-weekly cleaning is being done.

Rob Johnson contacted our office regarding possibly presenting the dedication of the Fireman's Ball at a Selectmen's meeting, next week or week after. Only 3 people will be allowed to come in.

Regarding the Keep Rehoboth Beautiful Committee status of "ad hoc" verses "official", Town Counsel says Board can vote to make it a standard committee. Board discussed what that would entail, requiring minutes, number of members and meeting quorums.

NEW BUSINESS:

Action Item #1: Discuss and Vote Town Nurse Additional Hours

Jessica Potter, Interim Town Nurse, has been putting in a lot more hours than originally anticipated due to the contact tracing of all the COVID cases we have in town. Currently we have her down as 19.5 hours; she has been averaging at least 25 hours per week.

Jessica Potter was present.

J. Potter updated the Board on the current status on the COVID-19 situation in Town. In the first week of December, we had 67 cases in isolation. Currently, there are 448 cases in isolation, with 573 confirmed and or probable active cases. As these numbers have risen, her hours spent contact tracing have multiplied exponentially. She reviewed the data that she handed out to the Board. She voiced her concern for schools reopening at this time. She has been meeting with schools to review information and numbers. Gov. Baker has redacted the mandate that all school children have the flu vaccine in order to attend school this year. On a positive note, Gillette Stadium has been opened for vaccines for Police/Fire/Ambulance workers as part of Phase 1 of the vaccination roll-out. All have received their first vaccine. We had our 3 COA employees receive it and we are hoping to have the 7 Meals on Wheels volunteers receive it as well. Phase 2 will hopefully start in February. Domestic violence is up as well.

With all the requirements, she has been putting in 40 hours. She needs more help.

The Board and J. Potter discussed the possibility of setting up a testing site and/or looking for a place/means to be able to vaccinate Rehoboth residents, and if it could be funded by CARES funds.

The Board was receptive to her request for help and impressed with all her work and knowledge.

G. Schwall motion to allow Jessica to put together a proposal of what she needs and present it to the Board. Second by D. Perry. Vote 5-0.

M. Costello motion to increase Jessica Potter's hours as Nurse from 19.5 hours to 40 hours per week, effective immediately. Second by G. Schwall. Vote 5-0.

J. Muri motioned to retroactively pay Jessica Potter for any reported but unpaid hours over her allotted 19.5 hours. Second by G. Schwall. Vote 5-0.

In closing, J. Potter asked the public to be more vigilant, and to be kind to each other. Visit Mass.gov for more information.

Action Item #2: Approve and Sign Contract with Lifeway Mobility

Last week the BOS awarded the aluminum decking/ramps to Lifeway Mobility. They have supplied us with a contract to be signed. Please note the total for the job is actually \$33,552.68.

M. Costello motion to approve the contract with Lifeway Mobility for the total of \$33,552.68 and to allow the Chairman of the Board to sign the contract. Second by D. Perry. Vote 5-0.

Action Item #3: Vote to Approve 2021 Common Vic Licenses, as submitted

D. Perry motion to approve the 2021 Common Vic License renewals for the below mentioned businesses, effective 1/1/2021 to 12/31/2021. Second by M. Costello. Vote 5-0.

License Type	Business Name	Business Address
Common Vic	Hassan Hujtaba dba Rehoboth Mini Mart, Inc.	61 Plain Street
Common Vic	Four Seasons Events, LLC dba Francis Farm	151R County Street

D. Perry motion to approve the 2021 Common Vic License renewals for the below mentioned business, effective 1/1/2021 to 12/31/2021. Second by J. Muri. Vote 4-0. G. Schwall abstained.

License Type	Business Name	Business Address
Common Vic	The Anawan Club	13 Gorham Street

Action Item #4: Discussion on Historical Commission -Revolving Account

The Historical Commission is asking if they can expend the funds in their revolving account, as its approval was not on the Annual Town Meeting Warrant. Interim Town Administrator reached out to Town Counsel, who responded that Town Meeting Vote is needed in order to expend funds on or before 7/1, if funds exist. We would need specific language on the motion.

G. Schwall said we set it up at last Annual Town Meeting in Fall of 2019. There were two Town Events Committees listed on the article, one should have been Historical Commission. There was a typo.

M. Costello motion to table the discussion until we have more information. Second by J. Muri. Vote 5-0.

Action Item #5: Ratify Letter of Good Standing

As previously discussed, owner of Francis Farm is applying for a grant, due 1/15/2021. He asked if the Town could put together a letter of “good standing” for his grant application. The letter was provided to Mr. Cascioli after he met with the Treasurer and they worked out an agreement. He has also been working with the Board of Health on water testing and septic. He has expressed his great appreciation of the Board’s help.

J. Muri motion to ratify issuance of letter signed by Interim Town Administrator to provide Mr. Cascioli of Four Seasons Events, LLC dba Francis Farm with a letter of “good standing”. Second by D. Perry. Vote 5-0.

Action Item #6: Vote to Approve Cultural Council Member, Susan Reid

Chairman of the Cultural Council is asking that the Board appoint Susan Reid to the committee. This is a three-year term.

J. Muri motion to appoint Susan Reid as a member of the Cultural Council, effective 1/19/2021 through 9/22/2024. Second by G. Schwall. Vote 4-0. M. Costello was not present for the vote.

Action Item #7: Vote to Approve Blanding Library Payment

The Antiquarian Society is asking the Board's approval to pay the 3rd installment, per the agreement, in the amount of \$63,004.75, which is 25% of the total owed.

J. Muri motion to approve the 3rd installment of \$63,004.75 to the Antiquarian Society for payment of the Blanding Library services. Second by G. Schwall. Vote 4-0. M. Costello was not present for the vote.

Action Item #8 Discussion on Performance Reviews

Chairman of the Personnel Board, Dave Scanlon has requested to meet with the Board to discuss how to implement performance reviews in regards to Town personnel. He would like to be able to set up training for supervisors.

The Board discussed when they would like to meet with him and were in agreement that they will fit it in the first week of February.

Action Item #9: Acceptance of Highway Personnel Resignation

Lionel Couturier has given his 2 weeks notice to the Superintendent of Highway.

D. Perry motion to accept the resignation of Lionel Couturier as Truck Driver/Laborer in the Highway Department as of 1/19/2021. Second by J. Muri. Vote 4-0. M. Costello abstained.

D. Perry spoke to L. Couturier. His departure is a great loss to the department.

S. Vadnais read letter to Board from Town Counsel about concerns of exit interview. He asked D. Perry to handle with Town Counsel.

Selectmen's Reports:

Muri: Derek Rousseau asked if he would give an update on the Community Compact Grant Agreement for Fiber project, which he has asked and received an extension until June 1, 2021. Extension approved, due to delay in the ability to obtain product. Although the project has been slowed down the grant money is still secure and action is proceeding.

Costello: no report

Perry: no report

Schwall: no report

Vadnais: no report

ADJOURNMENT: Selectmen Muri made a motion to adjourn the Regular Session Meeting at 8:16 PM., Second by Selectmen Perry. Muri – aye, Vadnais – aye, Costello-aye, Schwall-aye, Perry-aye. (5-0)

Frederick E. Vadnais, Jr., Chairman

David A. Perry, Jr., Vice Chairman

James Muri, Clerk

George M. Solas, Sr., Member

Michael P. Deignan, Member

Respectfully Submitted,
Cindy McDonough
Assistant to the Town Administrator

Approved:

7/26/21

NEW BUSINESS:

Action Item (1): Recognition of “Ava and Ryan” Day-Awardees for the Arson Watch Program

Background: Jim Muri can speak to this as the motion was made by him. The motion made last week 7/19 was to make today “Ava and Ryan Day” based on their hard work and achievement in winning the Arson Watch Program. A proclamation will be prepared for the meeting.

Motion:

Moved:		Second:		Vote:	
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Discussion:

7/26/21

NEW BUSINESS:

Action Item (2): Discussion Re: Human Rights-Presentation Given by Patricia Donahue

Background: Last year Patty contacted our office regarding the start of a Human Rights Committee in town. Dighton as well as other towns have put together a human rights committee and Patty is here tonight to present her ideas to the Board and residents. Patty also will like to show different areas in which this committee can help the residents/families in town.

Motion:

Moved:		Second:		Vote:	
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Discussion:

7/12/21

NEW BUSINESS:

Action Item (3): Discussion Re: Historical Commission and Demolition of Buildings at Francis Farm, with possible action

Background: The Chairman of the Historical Commission, Mark Canuel asked to meet with the Board to discuss the demolition of buildings at Francis Farm

Motion:

Moved:		Second:		Vote:	
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Discussion:

7/26/21

NEW BUSINESS:

Action Item (4): Discussion Re: Francis Farm-COA Revised Floor Plan

Background: Skip will discuss the new floor plan that was prepared last week. The Building Commissioner met with Skip to help with the layout.

Motion:

Moved:		Second:		Vote:	
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Discussion:

7/26/21

NEW BUSINESS:

Action Item (5): Discussion Re: Relocation of Board of Health Services and Veterans Services

Background: Skip will speak to these updates

Motion:

Moved:		Second:		Vote:	
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7/26/21

NEW BUSINESS:

Action Item (6): Vote to Approve Highway Superintendent's Contract Amendment

Background: Dave Perry will speak to this discussion. With increasing responsibilities being required from the Superintendent, a temporary increase to his salary is being requested for added duties.

Motion: Vote to approve Michael Costello to perform additional duties as Facilities Supervisor on a part-time basis, for the term 7/27/2021-6/30/2022 and being paid a weekly stipend of \$383.14.

Moved:		Second:		Vote:	
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Discussion:

Town of Rehoboth
Amendment to Employment Agreement
HIGHWAY SUPERINTENDENT

THIS AGREEMENT made and entered into on this 27 day of July , 2021, by and between the **Town of Rehoboth**, Massachusetts municipal corporation acting by and through its duly elected Board of Selectmen, hereinafter referred to as the “**Town**”, and **Michael R. Costello**, hereinafter referred to as “**Highway Superintendent**” and/or “**Costello**”.

WHEREAS, the Town employs the services of Costello as Highway Superintendent in the Town of Rehoboth; and

WHEREAS, the terms of such employment are governed by a contract dated December 14th; 2020 and

WHEREAS, the Town requires the Highway Superintendent to perform the duties of the Facilities Supervisor, a part-time position, on a temporary basis; and

WHEREAS, the Highway Superintendent is willing to perform those duties.

NOW, THEREFORE, the Town of Rehoboth and Michael R. Costello, in consideration of the mutual promises herein, hereby agree to amend the Employment Agreement as stated herein.

I. Length of Agreement

A. This Amendment to the Employment Agreement shall be in effect for a term commencing July 27, 2021 and ending June 30, 2022.

II. Duties

A. In addition to the duties of Highway Superintendent, Costello shall perform those duties of the part-time Facilities Supervisor set forth in the job description attached hereto and incorporated herein by reference in a timely, competent, and professional manner.

III. Additional Compensation

A. For the term specified above, the Highway Superintendent will be paid an additional weekly stipend in the amount of \$383.14. (*Note: this is \$20,000 divided by 52.2*)

B. The Highway Superintendent, as per his employment contract, shall continue to be a salaried employee, not receiving overtime for performing his regular duties or the additional duties under this Amendment.

IV. Miscellaneous

A. The recitals set forth above are hereby incorporated into this Amendment by reference. Capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to them in the HCA.

B. Except as expressly modified by this Amendment, the Town and the Highway Superintendent agree that the terms and conditions of the Employment Agreement dated December 14, 2020 remain in full force and effect and both parties hereby ratify and confirm the terms of the Employment Agreement in all respects.

C. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

D. The parties have participated jointly in the negotiation and drafting of this Amendment. In the event an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Amendment.

Remainder of Page Intentional Blank

IN WITNESS WHEREOF, the parties have signed and executed duplicate copies of this Memorandum on the day and year first set forth above:

Michael R. Costello

TOWN OF REHOBOTH
By its Board of Selectmen

Frederick E. Vadnais, Jr.

Michael Deignan

David A. Perry, Jr.

James Muri

George Solas

7/26/21

NEW BUSINESS:

Action Item (7): Vote to Approve Fiber Optic Municipal Area Network Quote for Francis Farm

Background: Director of the IT Department is requesting approval of the attached Comm-Tract quote for additional fiber networking for the Francis Farm location. The approximate amount is \$25,762.00. (Price does not include licensing pole or underground facilities, police detail, any permit or license fees, underground construction, or taxes- if applicable). Quote is good for 90 days.

Motion: To approve the quote from Comm-Tract for \$25,762.00 and to allow the IT Director to sign it.

Moved:		Second:		Vote:	
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Discussion:



Town of Rehoboth
Scope of Work – ITC 68
Fiber Optic Municipal Area Network
Addition of Francis Farm

Prepared by:	Comm-Tract 235 Summer Road Boxborough, MA 02453	Contact:	Bryan Hopkins
		Telephone:	(781) 890-5070 x6952
		Email:	bhopkins@comm-tract.com
Date:	July 19 th 2021		

Bid No.	Rehoboth Add – Francis Farm V.01
ITC 68:	VC 6000166632
SPIN:	143008129
FCC Registration:	0024175408

Bill To:		Ship To:	
Company:	Town of Rehoboth	Company:	Town of Rehoboth
Address:	148R Peck Street Rehoboth, MA 02769	Address:	148R Peck Street Rehoboth, MA 02769
Contact Name:	Derek Rousseau	Contact Name:	Derek Rousseau
Phone:	(508) 212-4213	Phone:	(508) 212-4213
Fax:	(508) 252-5342	Fax:	(508) 252-5342
Email:	Derek@rehobothtv.org	Email:	Derek@rehobothtv.org

Description of Work

This Scope of Work (SOW) that follows was developed in coordination with the Town of Rehoboth IT Department personnel and utilizes existing engineering information regarding the fiber optic municipal area network design and configuration. The following SOW is for the addition of the Francis Farm site to the network.

Comm-Tract proposes to provide and re-install the following fiber optic network lateral to the Senior Center:

A. Site: Francis Farm – 27 Francis Farm Road:

1. Provide and install a (1) 12 count single mode fiber (SMF) lateral from the backbone splice case on Moulton Street and County Street to Francis Farm.
2. Terminate SMF on new housing and coupler panel inside the building in a new Customer installed rack, or on new wall mount enclosure.
3. Test assigned fiber strands back to the Network Hub.

B. Overview of the Lateral Fiber Re-Installation:

1. The network addition will be fully complete to the site including all fiber splicing at the pole location



**Town of Rehoboth
Scope of Work – ITC 68
Fiber Optic Municipal Area Network
Addition of Francis Farm**

for the fiber lateral into the site, the fiber entrance cable, the fiber termination panels, the connectors, and all other materials for a complete and fully functional fiber termination in the communications room of each individual site.

2. The network's passive optical design will accommodate all types of wireless, and/or Ethernet connectivity for future additional requirements on the core network.
3. The Public Safety Network Hub communications room will utilize the existing (1) high-density Corning SC/APC Single-mode rack mount patch panel.
4. The remote site will have (1) 12- fiber Corning SC/APC Single-mode wall or rack mount panel.
5. Both the backbone and lateral fiber cables will be field terminated using Corning SC/APC single-mode connectors.
6. All backbone fibers throughout the network will be fusion spliced using Corning approved machines.
7. All optical testing will conform to industry standards, and the Customer shall receive OTDR traces and Power Meter Test results at both 1310nm and 1550nm in electronic copy.

C. Notes

1. Pricing assumes the Town will utilize existing municipal rights agreements for aerial pole attachments.
2. Pricing does not include Police Details.
3. Customer is responsible for providing trash receptacle for disposal of non-hazardous waste items such as shipping boxes, fiber cable scrap, and wooden fiber reels.

D. Picture of Francis Farm:





Town of Rehoboth
Scope of Work – ITC 68
Fiber Optic Municipal Area Network
Addition of Francis Farm

**Bill of Materials and Labor
Description**

To be provided with final submittals for the project.



Town of Rehoboth
Scope of Work – ITC 68
Fiber Optic Municipal Area Network
Addition of Francis Farm

Warranty Information - Technical and Compliance Notes:

The Comm-Tract provided manufacturers warranty and technical compliance with design and installation standards information is provided below as associated with this scope of work.

- Comm-Tract is an approved Extended Warranty Provider (EWP) for Corning Cable Systems.
- The 25 Year Corning EWP Warranty commencing on the date of an accepted installation by the Customer covers all Corning Cabling Systems products and covers the repair, and/or replacement of all installed components including, but not limited to fiber cable, fiber connectors, fiber patch panels, fiber jumpers and patch cords, and other materials as installed.
- The repair and/or replacement of any component in the certified and approved network solution as provided and installed by Comm-Tract under the EWP Warranty is provided at no cost to the Customer 25-year period of the EWP Warranty.

- Comm-Tract adheres to the following design and installation standards relative to the scope of work as provided.
- BICSI Design and Installation Applicable Standards
- Telecommunications Industry Association (TIA) Applicable Standards
- Electronics Industry Association (EIA) Applicable Standards
- ANSI/TIA/EIA – 568 Standards
- ANSI/TIA/EIA – 569 Standards
- TIA/EIA 604 Fiber Optic Standards
- TIA-492 Fiber Optic Installation Standards
- TSB-149 Fiber Optic Workmanship Standards
- IEEE 802.3 Standards



Town of Rehoboth
 Scope of Work – ITC 68
 Fiber Optic Municipal Area Network
 Addition of Francis Farm

Pricing and Terms

Customer agrees to the following payment schedule:	
30% Initial Payment upon Delivery of Materials:	\$ 7,728.60
65% of Material and Labor Purchase price on Monthly Project Progress:	\$ 16,745.30
5% Final Balance upon Implementation and Acceptance by Customer:	\$ 1,288.10

- The Project Price shall be subject to adjustment in the event of any mutually agreed upon written changes made to the Scope of Work.
- Prices are valid for 90-days.
- The Project Price does not include licensing of pole or underground facilities.
- The Project Price does not include police details.
- The Project Price does not include licensing or permitting if applicable.
- The Project Price does not include any new underground construction.
- The Project Price does not include any applicable taxes.
- The Project Price includes shipping charges.
- The Project Price assumes access to each location is free and clear.
- The Project Price includes updated CAD/Engineering and ArcGIS engineering drawings.
- Comm-Tract will perform during normal business hours – Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise specified in the Description of Work.
- Customer hereby agrees to the terms and conditions set forth in the Scope of Work by signing below or issuing a Purchase order referencing this Scope of Work.
- This Scope of Work is governed by the terms and conditions of the Commonwealth of Massachusetts ITC 68 blanket contract.

Site Surveys, Design and Engineering:	Included
Materials:	Included
Labor:	Included
Certification and Warranty:	Included
Total	\$ 25,762.00

Customer Name:	
Authorized Signature:	
Name:	
Date:	

7/26/21

NEW BUSINESS:

Action Item (8): Vote to Approve Reserve Fund Transfer for the Fire Dept Vehicle Repair & Maintenance 012203-52420 for \$11,273.69

Background: Per M.G.L. Chapter 40, Sec 6, Chief Barresi is requesting a Reserve Fund Transfer in the amount of \$11,273.69 for repairs that need to be done on engine 3.

Motion: To Approve the Reserve Fund Transfer of \$11,273.69 to account number #012203/52420 Vehicle repair and maintenance and to allow the Accountant to forward the paperwork to the Finance Committee.

Moved:		Second:		Vote:	
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Discussion:

Request For Transfer From The Reserve Fund


Date 7/16/21

Finance Committee
Town of Rehoboth

Committee Members:

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6, of the Massachusetts General Laws:

1. Department: Fire
2. Amount requested: \$11,273.69
3. To be transferred to: Line: 012203 / 52420 Vehicle repair & Maintenance
4. Present balance in said appropriation: \$ 24,852.86
5. The amount requested will be used for (give specific purpose):
Major motor repair for Engine #3
6. This expenditure is extraordinary and/or unforeseen for the following reasons:
The cost would expend almost half of the money budgeted for the year for vehicle repair and maintenance. This would have an adverse effect on the fleet as a whole.



Officer or Department Head

Governing Board Approval (if required)

Reviewed by Accounting

Action of Finance Committee

Date of Meeting _____ Number Present and Voting _____

Transfer voted in the sum of \$ _____ Transfer disapproved _____

Chairman, Finance Committee

Request must be made and transfer voted before any expenditure in excess of appropriation is incurred.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 P.O. Box 419404
 Boston, MA 02241-9404

DEDHAM MA BRANCH
 100 ALLIED DRIVE
 DEDHAM, MA 02026-
 (781)329-1750

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

REHOBOTH FIRE DEPARTMENT/TOWN
 334 ANAWAN ST
 REHOBOTH, MA 02769-2620

OWNER

REHOBOTH FIRE DEPARTMEN
 334 ANAWAN ST
 REHOBOTH, MA 02769-2620
 CHIEF FRANK BARRESI - 508 2523725

PAGE 1 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
14-JUL-2021		16-OCT-2008	ISC CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1244824		07-JUL-2021	46916818		ARROW XT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
182792			25415 / 0		Engine 3

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 20808-1

COMPLAINT

ENG 3 - CEL ON AND OFF POSS LOW OIL PRESSURE IA FC SHOWS 555 & 556 CRANKCASE PRESSURE

CAUSE

1. CYLINDER HEAD FAILURE. FOLLOWED T/S STEPS FOR HIGH CRANKCASE PRESSURE FAULT CODE 556 AND FOUND THE CYLINDER HEAD HAS FAILED. NEED TO REPLACE THE CYLINDER HEAD AND ROADTEST THE TRUCK WITH INSITE TO CONFIRM REPAIRS.

2. ALL THREE INJECTOR PASSTHROUGH CONNECTORS LEAK OIL. QUOTE INCLUDES TO REPLACE ALL THREE INJECTOR PASSTHROUGH CONNECTORS DURING REPAIRS.

3. QUOTE INCLUDES TO:
 - CHANGE OIL AND OIL FILTER
 - REPLACE BOTH FUEL FILTERS
 - REPLACE WATER FILTER
 - REPLACE CRANKCASE FILTER

CORRECTION

ADMINISTRATIVE TIME - OPEN AND CLOSE REPAIR ORDER (SHOP REPAIRS)
 INSITE - USE DURING TROUBLESHOOTING
 DIAGNOSTICE LABOR
 THANK YOU FOR YOUR BUSINESS
 CYLINDER HEAD REMOVE AND INSTALL (WITH EGR)
 -DISCONNECT AND CONNECT BATTERIES
 -CLEAN AND VISUALLY INSPECT:
 -INSTALL:
 ENGINE BRAKE ASSEMBLY - REMOVE AND INSTALL, ALL
 STEAM CLEAN - COMPLETE ENGINE
 INJECTOR - CLEAN EXTERIOR FOR REUSE, EACH TWO
 CRANKCASE BREATHER - REMOVE AND INSTALL
 LUBRICATING OIL AND FILTER(S) - CHANGE
 FUEL FILTER, SPIN-ON TYPE - REPLACE, EACH
 COOLANT FILTER - REPLACE, ALL
 ENGINE - PAINT

Completion date : 23-Jul-2021 09:26AM. Estimate expires : 13-Aug-2021 07:19AM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

- SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
 - CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
 - INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
 - TAXES; EXEMPTIONS.** The invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the invoice.
 - DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
 - DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 - LIMITED WARRANTIES.**
 - New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - HP Exchange Engine: HP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HP Exchange Engines supplied under this Agreement is provided under this Agreement.
 - General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - Used Goods:** Used Goods are sold "as is, where is" unless an exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
- INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
 - LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT, IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
 - GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
 - ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
 - CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
 - REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/stocking charge and are limited to eligible items purchased from Cummins.
 - INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
 - COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of these laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
 - CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
 - MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 P.O. Box 419404
 Boston, MA 02241-9404

DEDHAM MA BRANCH
 100 ALLIED DRIVE
 DEDHAM, MA 02026-
 (781)329-1750

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

REHOBOTH FIRE DEPARTMENT/TOWN
 334 ANAWAN ST
 REHOBOTH, MA 02769-2620

OWNER

REHOBOTH FIRE DEPARTMEN
 334 ANAWAN ST
 REHOBOTH, MA 02769-2620
 CHIEF FRANK BARRESI - 508 2523725

PAGE 2 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
14-JUL-2021		16-OCT-2008	ISC CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1244824		07-JUL-2021	46916818		ARROW XT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
182792			25415 / 0		Engine 3

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 20808-1

NON-SRT DETAIL
 ENGINE - DIAGNOSTIC ROAD TEST/OFF-HIGHWAY ENGINE VERIFICATION
 THANK YOU FOR YOUR BUSINESS

COVERAGE

DIAGNOSTIC CHARGE: 1,272.50

1	0	5473339	KIT,UPPER ENGINE GASKET	CECO		315.09	315.09
2	0	4995634	LEVER,ROCKER	CECO		90.05	180.10
2	0	3966658	SHAFT,ROCKER LEVER	CECO		15.92	31.84
4	0	3818824	NUT,REGULAR HEXAGON	CECO		3.51	14.04
3	0	4934545	HARNES, WIRING	CECO		82.29	246.87
8	0	3963736	RETAINER, WIRING	CECO		2.76	22.08
2	0	3945326	SEAL,O RING	CECO		7.05	14.10
2	0	3103015	SEAL,GROMMET	CECO		3.40	6.80
2	0	2866636	GASKET, AFM DEVICE	CECO		12.14	24.28
1	0	3682177	SEAL,O RING	CECO		6.26	6.26
1	0	3883284	SEAL,O RING	CECO		6.40	6.40
1	0	5529501RX	HEAD,CYLINDER	DRC		4,553.03	4,553.03
1	0	4942132D	ORDERED ITEM 5347975RX DRC HEAD, CYLINDER	CLEAN		375.00	375.00
-1	0	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY		375.00	375.00
6	0	3867471	SEAL,O RING	CECO		1.95	11.70
6	0	3937142	SEAL,INJECTOR	CECO		3.19	19.14
6	0	4954487	SEAL,O RING	CECO		3.20	19.20

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

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4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
5. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to delays in delivery, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
7. **LIMITED WARRANTIES.**
 - a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 9000 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period, (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer, and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
8. **USED GOODS:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
9. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
10. **INDEMNIFICATION:** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins objects that the defense will be handled by Cummins' legal counsel at Customer's expense.
11. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT, IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
12. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
13. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
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15. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
16. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
17. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
18. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
19. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



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 P.O. Box 419404
 Boston, MA 02241-9404

DEDHAM MA BRANCH
 100 ALLIED DRIVE
 DEDHAM, MA 02026-
 (781)329-1750

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

REHOBOTH FIRE DEPARTMENT/TOWN
 334 ANAWAN ST
 REHOBOTH, MA 02769-2620

OWNER

REHOBOTH FIRE DEPARTMEN
 334 ANAWAN ST
 REHOBOTH, MA 02769-2620
 CHIEF FRANK BARRESI - 508 2523725

PAGE 3 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
14-JUL-2021		16-OCT-2008	ISC CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1244824		07-JUL-2021	46916818		ARROW XT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
182792			25415 / 0		Engine 3

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		20808-1					
5	0	0	CC2742	FLEETCOOL	FLG	22.44	112.20
1	0	0	CV50628	ELEMENT,CV	FLG	154.60	154.60
1	0	0	FF5636	PAC, FF (S	FLG	29.72	29.72
6	0	0	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	13.45	80.70
1	0	0	LF9009	ORDERED ITEM VV705290 E3-VALVOLINE PAC, LF	FLG	54.27	54.27
1	0	0	WF2071	WF PKG	FLG	16.07	16.07
1	0	0	MISC. PARTS	MISC. PARTS	E3-NONSTOCK	100.00	100.00

PARTS:	6,018.49
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	6,018.49
SURCHARGE TOTAL:	0.00
LABOR:	3,732.70
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	3,732.70
MISC.:	250.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	250.00
HAZ WASTE DISPOSAL	100.00
SHOP SUPPLIES	150.00

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 23-Jul-2021 09:26AM. Estimate expires : 13-Aug-2021 07:19AM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
 2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invites, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
 3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as safety determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
 4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
 5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
 6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
 7. **LIMITED WARRANTIES.**
 - a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period, (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer, and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
 - f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins' pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time hereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 419404
Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

REHOBOTH FIRE DEPARTMENT/TOWN
334 ANAWAN ST
REHOBOTH, MA 02769-2620

OWNER

REHOBOTH FIRE DEPARTMEN
334 ANAWAN ST
REHOBOTH, MA 02769-2620
CHIEF FRANK BARRESI - 508 2523725

PAGE 4 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
14-JUL-2021		16-OCT-2008	ISC CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1244824		07-JUL-2021	46916818		ARROW XT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
182792			25415 / 0		Engine 3

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN	20808-1			

Completion date : 23-Jul-2021 09:26AM. Estimate expires : 13-Aug-2021 07:19AM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

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SUB TOTAL:	11,273.69
TOTAL TAX:	0.00
TOTAL AMOUNT: US \$	11,273.69

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

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7. **LIMITED WARRANTIES.**
 - a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
9. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL, EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
11. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
12. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
13. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
14. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
15. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
16. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
17. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
18. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

7/26/21

NEW BUSINESS:

Action Item (9): Vote to Approve Bristol-Plymouth Reg Tech School 1st Quarter Assessment Payment of \$237,402 for FY22

Background: At their March 3rd meeting, the Bristol-Plymouth Regional Tech School approved the District's FY22 budget. Per our agreement with the school, our 1st quarter payment will be due by 8/13/2021 in the amount of \$237,402. This amount is 21% of the total FY22 assessment of \$1,130,485.

Motion: To Approve the 1st quarter payment of \$237,402 and to process the payment.

Moved:		Second:		Vote:	
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Discussion:



BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL DISTRICT

207 HART STREET, TAUNTON, MASSACHUSETTS 02780-3715

Telephone 508-823-5151, Ext 125

Fax 508-880-7287

www.bptech.org

School Committee Members:

GEORGE L. RANDALL, III
Chair
MIDDLEBOROUGH

LOUIS BORGES, JR.
Vice Chair
TAUNTON

ROBERT M. RIENDEAU
BERKLEY

MARK A. DANGOIA
BRIDGEWATER

EDWARD F. DUTRA, JR.
DIGHTON

TIMOTHY J. HOLICK
RAYNHAM

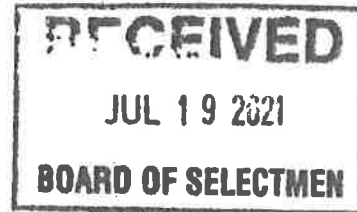
JAMES W. CLARK
REHOBOTH

ESTELE C. BORGES
TAUNTON

Treasurer:
DENISE MURPHY

Superintendent - Director:
DR. ALEXANDRE M. MAGALHAES

July 13, 2021



Ms. Cheryl Gouveia, Treasurer
Town of Rehoboth
148 Peck Street
Rehoboth, MA 02769

Dear Ms. Gouveia:

At its regular meeting on Wednesday, March 3, 2021, the Bristol-Plymouth Regional School Committee voted to approve the District's FY 2022 budget.

The First Quarter Fiscal Year 2022 regional assessment payment to the Bristol-Plymouth Regional Technical School District, in the amount of **\$237,402**, is due on **August 13, 2021**. This amount represents twenty-one per cent (21%) of Rehoboth's total FY 2022 annual assessment of **\$1,130,485**.

Thank you for your cooperation and continued support of the District.

Sincerely,

Denise Murphy
Treasurer

Cc: Dr. Alexandre Magalhaes, Superintendent/Director
Nadine Rose, School Business Administrator
Mr. James W. Clark, School Committee



Accredited by the New England Association of Schools & Colleges

7/26/21

NEW BUSINESS:

Action Item (10): Vote to Approve MEMA Reimbursement for FEMA-4496-DR-MA-March 27, 2020 Covid-19

Background: Chief Barresi through REMA is requesting the Board's approval of the contract from MEMA for the federal share reimbursement under FEMA-4496-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance Program. Documents have been reviewed by the Chief and the Accountant. This is to cover PPE, disinfecting cleaners, and other items needed during the Pandemic; total reimbursement is \$7600.00.

Motion: To approve the processing of the contact and to allow the Chairman of the Board to sign the necessary documents.

Moved:		Second:		Vote:	
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Discussion:



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema



Charles D Baker
Governor

Karyn E. Polito
Lieutenant Governor

Thomas A Turco III
Secretary

Samantha C. Phillips
Director

June 30, 2021

Francis Barresi, Fire Chief/Interim EMD
Town of Rehoboth
148R Peck Street
Rehoboth, MA. 02769

RE: FEMA-4496-DR-MA-March 27, 2020 COVID-19

Dear Chief Barresi:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4496-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if required)
- Standard Contract Package/Contract Amendment
 - Standard Contract Instructions
 - State Standard Contract Form
 - Attachment A
 - P2 – Project Application Grant Report & PW
 - Project Worksheet FEMA Form 90-91 Subgrant Application
- P4 – Project Completion & Certification Report
- Summary Sheet for Assurances & Certifications (if not already on file)
- Federal Funding Accounting and Transparency Act Form (FFATA)(if required)
- MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire (if required)
- Certification of Compliance with Federal Procurement Standards
- Record of Environmental Consideration (REC), if applicable

Please review all information on these forms for accuracy and applicability. Once you have reviewed these documents, please complete and have the Authorized Signatory representing your community or organization

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-762-4877

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

sign in the appropriate spaces provided as outlined in the attached **INSTRUCTION SHEET**.

For your records, please make copies of all documents you sign, as MEMA needs all originals from this Package returned.

In accordance with 44 CFR, Section 206.206 applicants to the FEMA PA program have the right to appeal any decision or determination regarding a PA application for federal assistance, including eligibility and the amount of assistance. The appeal must be in writing and contain documented justification supporting the appeal position, specify the monetary figure in dispute and the relevant provisions of federal law, regulation or policy which you believe was inconsistent with FEMA's determination. All appeals must be submitted through MEMA, to FEMA; you have sixty (60) days from the date of this letter in which to appeal this determination. Please contact the MEMA Disaster Recovery Unit with questions or issues related to the appeal process.

The State Standard Contract establishes the total obligation for your project based on state fiscal years, the start and end dates within which all work must take place, and the Contract's purpose (including Attachment A). Once signed by the Massachusetts Emergency Management Agency (MEMA), the contract will be executed and your community or organization will be responsible for all obligations and requirements included or referenced in the contract and its Attachment A.

Please mail original copies of all documents to:

**Massachusetts Emergency Management Agency
Attention: Sherry Leung, Grants Support Coordinator
400 Worcester Road
Framingham, MA 01702-5399**

MEMA will send an electronic copy of all executed documents to you. When you receive this back, please retain and file them with your completed project applications - these should become part of your official records. All documents associated with this reimbursement must be retained for a period of seven (7) years (beginning from the first day after the final contract payment has been made) or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the contract.

Please remember, no funds can be disbursed until all requested forms have been completed and the **originals** returned to MEMA. Fax copies or "stamped" signatures **will not** be accepted.

If you have any questions, please contact Sherry Leung at (508) 820-1436 or at Shirletta.leung@mass.gov.

Sincerely,



Thad Leugemors

Assistant Director, Mitigation and Recovery

Attachment: **INSTRUCTION SHEET**

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-762-4877

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

Instruction Sheet

Please use this form as a guide to help fill out your State Contract Package. All of the documents included are listed in the order in which they will appear in the contract package, along with directions on which forms need to be filled out and where they need to be signed.

Please keep a copy of all forms for your records.

All forms listed with an "X" marked in the box are included in your contract package and must be signed and returned to MEMA.

CASL - Contractor Authorized Signatory Listing

This form will only be included in the first Contract Package you receive for this disaster.

- The CASL designates who from your municipality/organization is authorized to sign contract documents. Their name should be listed in the box on the first page.
- An Authorizing Officer (such as a town administrator, CEO, Controller, legal counsel, etc.) signs on the first page for all Authorized Signatories allowed to sign contract documents..

Return signed and completed form to MEMA.

Standard State Contract/Contract Amendment – Commonwealth of Massachusetts

- This is the actual State contract, along with related information, where you are signing to receive the dollar amount listed.
- The Authorized Signatory completes the bottom left hand corner of the first page.

Return signed and completed form to MEMA

Attachment A

- The Attachment A outlines disaster related information, the FEMA Public Assistance Program, contractual and programmatic obligations, requirements of the PA program under the Stafford Act and 2 CFR 200, and additional sub-recipient related requirements .
- The Authorized Signatory signs on the last page.

Return signed and completed form to MEMA

FFATA – Federal Funding Accountability and Transparency Act form

- The FFATA certifies that you, as the applicant, are receiving federal funds that are subject to public record.
- Only check off and complete table on Part 2 if your municipality/organization meets the criteria listed.
- The Authorized Signatory signs at the bottom of the form.
- Required on single or aggregate contract amounts over \$24,999.99.

Return signed and completed form to MEMA

MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire

- This form is asking the sub-recipient (applicant) to report any federal funding you received and any changes in your grant management procedures in the previous two fiscal years. Please have Town Accountant/Fiscal complete this form.
- Please complete the corresponding sections on the second page if you answer "yes" to any of the questions.
- Authorized Signatory signs at the bottom of the form.

Return signed and completed form to MEMA

Summary Sheet for Assurances and Certifications

This form will only be included in the first Contract Package you receive for this disaster.

- This is a FEMA form that outlines the assurances and certifications of receiving federal funds that you are agreeing to comply with.
- After completing the top section on pg.1, you will either certify to Part I (non-construction) or Part II (construction), depending on the nature of work completed in your project.
- You will certify to Parts III and/or IV, if applicable.
- The Authorized Signatory signs on the first page.

Return signed and completed form to MEMA

Certification of Compliance with Federal Procurement Standards

- This form must be signed by the person who manages or conducts procurement for the sub-recipient

Project Worksheet (90-91) and Project Application Grant Report (P.2)

- The Project Worksheet (90-91) is included to show the applicant the final damage description, scope of work, and project related information for a Project Worksheet (PW).
- Insurance Narrative included if there are actual or anticipated insurance proceeds assoc. with PW.
- The Project Grant Application (P.2) is included to show the 100% and 75% FEMA cost shares associated with a project.

Return to MEMA but do NOT need to be signed

Project Completion and Certification Report (P.4)

- The P.4 is where the sub-recipient signs to certify that 100% of all the work on this project has been completed.
- If the work is **NOT** 100% complete at the time you receive the contract package, hold onto the P.4 and return it to MEMA when the work is 100% complete.
- The Authorized Signatory signs in the top left hand corner on the second page.

Return signed and completed form to MEMA, if work is 100% complete

Record of Environmental Consideration (If applicable)

- Retain for your records

Insurance Narrative (if applicable)

- Retain for your records

Notification Letter

Determination Memo

Once complete, please return **original** forms to:
Massachusetts Emergency Management Agency
ATTN: Sherry Leung, Contract Specialist
400 Worcester Road,
Framingham, MA 01702

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: Town of Rehoboth
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191955

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Frederick E. Vadnais, Jr.	Chairman
David Perry	Vice Chairman
James Muri	Clerk
George Solas	Member
Michael P. Deignan	Member

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature
Chairman

Title
508-252-5342

Fax

Date
508-252-3758

Telephone
skip@homesteadfarms.com
e-mail or **darruda@rehobothma.gov**

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



485 This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Rehoboth (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4): 148R Peck Street Rehoboth, MA 02769		Business Mailing Address: 400 Worcester Road Framingham, MA 01702	
Contract Manager: Francis Barresi, Fire Chief/Interim EMD	Phone: (508) 252-3725	Billing Address (if different):	
E-Mail: chief@rehobothfire.com	Fax:	Contract Manager: Shirletta Leung, Grants Unit	Phone: 508-820-1436
Contractor Vendor Code: VC6000191955		E-Mail: Shirletta.leung@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CTFEMA4496REHOB00102	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>7,600.06</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) All work is subject to the Stafford act and all requirements of 'Attachment A' are incorporated under this contract. (Reference CFDA # 97.036) PW-00102(0) To reimburse for FEMA DR 4496 March 27, 2020- COVID-19 with Assistance for Emergency Protective Measures-COVID 19 COVID 19 thru 9-14-2021			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>03/27/2020</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/16/2021</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frederick E. Vadnais, Jr.</u> Print Title: <u>Chairman</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and DBA): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contract Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUY5, the name of the Contract Manager must be included in the Contract on COMMBUY5.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Manager.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



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been option to the Contractor's selection) as work of a Contract employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 1.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HSS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under M.G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (M.G.L. c. 29, § 23A), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard BFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performer starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payments to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to M.G.L. c. 43A.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to M.G.L. c. 43A.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file. See the Commonwealth's policy on electronic or digital signatures.

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature for Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 § 49-5?

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 193 and M.G.L. c. 11, § 11 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 250 CMR 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29D; M.G.L. c. 10, § 39B; M.G.L. c. 119 § 27C, 49, and 148B; and M.G.L. c. 152, § 25E.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to M.G.L. c. 29, §§ 27 and 28, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 91. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 29, § 1 and 815 CMR 2.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contractor overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49B, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-14, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93H for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 2B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 2B for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27C (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 4J (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701, 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act), M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151J (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A; Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 10A; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D; M.G.L. c. 151C; M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



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Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 22, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 of the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to M.G.L. c. 7, § 22C, for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor in address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to M.G.L. c. 30A, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 181. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 139. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by M.G.L. c. 151B, § 1. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including M.G.L. c. 268A, § 5(1) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the REP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Executive Orders 521, 526 and 565 (expanding Order 52) (Establishing the Massachusetts Small Business Purchasing Program); Executive Order 52 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478); Executive Order 66 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 & 612A. These provisions shall be enforced through the Contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Charles D. Baker
Governor

Samantha C. Phillips
Director

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco III
Secretary

June 30, 2021

MEMA Scope, Terms, and Conditions (Attachment A)
CTFEMA4496REHOB00102
Contractor: Town of Rehoboth

Disaster Declaration

The President declared a major disaster on March 27, 2020 as a result of COVID-19 that occurred from January 20, 2020 and continuing pursuant to his authority under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 et seq.) ("Stafford Act"). This declaration, designated FEMA-4496-DR-MA, authorized Public Assistance Category B and the Crisis Counseling Program statewide. Authorized by Section 403 of the Stafford Act, FEMA may provide financial and/or direct assistance under Public Assistance Category B for emergency protective measures taken to respond to COVID-19 that are not authorized under other federal statutes. State, tribal, and local government entities and certain private nonprofit organizations throughout the entire state are eligible to apply for Public Assistance Category B. Authorized by Section 416 of the Stafford Act, FEMA may provide financial assistance under the Crisis Counseling Program to the state to provide professional counseling services or training of disaster workers to victims of COVID-19 in order to relieve mental health problems caused or aggravated by COVID-19 or its aftermath.

Parties

The Contractor or (sub-recipient) is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the non-Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-recipient of the Commonwealth of Massachusetts that enters into contract # CTFEMA4496REHOB00102 as described in this Attachment A.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared

disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application (PW-00102(0)).

For DR 4496, there will be 100% reimbursement.

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth's Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4496-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR and 2 CFR 200. As a federal sub-recipient, the Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

Compliance with Environmental Regulations:

The Contractor, as a sub-recipient, must follow all environmental review conditions imposed by FEMA on this grant award; these conditions are in the Record of Environmental Consideration included in this agreement, if applicable. The sub-recipient shall provide copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Sub-Recipients are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44 CFR Part 10, with the initial planning and decision making process for this program.

Insurance:

If the Contractor has insurance on the damaged facility, FEMA Insurance Specialists will review the insurance policy. FEMA Insurance Specialists anticipate that the figure denoted on line item 5900/01 of your 90-91 and described in the Insurance Narrative will be covered through your policy. Therefore these costs would be not eligible for FEMA reimbursement. The Contractor may be required to “obtain and maintain” property insurance to be eligible for this and any future disasters.

Audit Responsibilities

The Contractor, as a sub-recipient, is subject to the above federal and state regulations and related requirements as further described below. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds if required. Should a state, federal, or local audit or other oversight review process reveal that actions taken by the Contractor or approvals made by FEMA or MEMA, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected may be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).

Completion of Work

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than 3/26/2021, the FEMA allotted time frame for project completion. All performance must be completed within these dates unless a period of performance extension is executed by both parties prior to the current end date. Based on extraordinary circumstances and when supported with appropriate justification, Period of Performance extensions may be granted by either MEMA or FEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA 60 days before the

established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

Contract Dates

Work must be completed based on FEMA's Period of Performance as explained above. The contract end date applies to the contract only and does not extend the time limit on work completion.

Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$ 7,600.06** in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet (Form 90-91), which is hereby incorporated into this contract. For DR 4496, there will be 100% reimbursement.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is **\$ 7,600.06**. Fiscal year spending is projected as follows:

FY22: **\$ 7,600.06**

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget in the absence of an approved contract amendment.

Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

'Small' and 'Large' Project Payments

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$131,100.00 for FFY2020) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Project cost overruns must first apply overages from other Small Projects before additional federal funds can be requested. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$131,100 for FFY2020) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel.

Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match. For DR 4496, there will be 100% reimbursement.

Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractor's certification that it is applying non-federal sources to meet its cost-share obligation (2 CFR 200.306). For DR 4496, there will be no cost share requirement.

All sub-recipients are required (2 CFR 200.302) to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects.

Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4496-DR-MA.

For any project not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package. The form is required if the amount, one time or aggregate, exceeds \$24,999.99.

2 CFR 200 Subpart F Audit Reports, Subpart F Form,

Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Contractor agrees to submit the required Sub-recipient Pre-Award Risk Assessment Questionnaire response form. Sub-recipient agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-recipient acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments.

Sub-recipient Risk Assessment and Monitoring

Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

Internal Controls

Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

Procurement

Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. The Certification of Compliance with Federal Procurement Standards must be signed for each contract issued to the sub-recipient. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or sub-recipient repayment obligations.

Procurement Contract provisions

Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II.

Disclosures

Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.

Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effacing the federal award.

Per 44 CFR 206.253 and FEMA Public Assistance Policy on Insurance (FP 206-086-1), as a condition of FEMA assistance for permanent work to replace, restore, repair, reconstruct or construct a facility, the applicant must insure the facility and/or its contents against future loss (i.e. "obtain and maintain" insurance), with such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazards which caused the major disaster. A sub-recipient should notify FEMA- in writing through the Department of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

FEMA Required Assurances

All sub-recipients must complete the attached Summary Sheet for Required Assurances and any associated assurances required.

Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

Certifications (200.415)

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false,

fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

Acceptance of Terms and Conditions

Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

By signing below, the Contractor certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the sub recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

Francis T. Barresi

Print Name



Signature

Fire Chief

Title

7/22/21

Date

MEMA Subrecipient Pre-Award Risk Assessment Questionnaire

Subrecipient (Applicant) Name: Town of Rehoboth

(Includes all departments, divisions, or units within the Municipality or Not-for-Profit receiving federal grant funds)

Per 2 CFR 200.331 section (b), MEMA is required to "evaluate each subrecipient's risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring." Please provide the information requested below with your application.

MEMA grant program and fiscal staff will review past performance of subrecipient and information below to determine the extent to which, if any, monitoring or other measures may be taken to support subrecipient compliance.

(1): Has Subrecipient been the direct recipient or a subrecipient of MEMA-issued federal funds within the last two fiscal years:

Yes

No

(if no, please complete corresponding section on next page)

(2): Was Subrecipient required (OMB A-133 or 2 CFR 200 Subpart F) to have an audit of Federal Funds performed in the two most recently closed fiscal years?

Yes

No

Does Subrecipient have any findings or questioned costs related to MEMA federal grants administration in the last two most recently closed fiscal year Audits?

Yes

No

(if yes, please complete corresponding section on next page)

(3): Has Subrecipient employed new personnel or implemented new or substantially changed systems related to Federal Grant Management in the last calendar year?

Yes

No

(if yes, please complete corresponding section on next page)

(4): Has Subrecipient been monitored by any Federal Agency as a direct recipient of Federal Funding in the last two fiscal years.

Yes

No

(if yes, please complete corresponding section on next page)

(5): Does subrecipient conduct federally funded activities under an approved Internal Control Plan that meets federal guidelines and provides for sound financial management of grant activities, including:

- Detection and Prevention of Fraud, Waste, and Abuse;
- Accounting system identification of the receipt and expenditure of program funds separately for each grant/contract;
- Distribution records maintained for an employee when his/her effort are used as a direct cost or match;
- Procurements conducted in compliance with federal procurement requirements.

Yes

No

(if there are internal control plan concerns, please complete corresponding section on next page)

**MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire
Response Form**

(1): If you have not received a grant from MEMA in the last two years, please indicate last grant received from MEMA:

Federal Award Name	Purpose	Amount	Start Date	End Date
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(2): Please list below (or attach) the results of any A-133 or Subpart F audits for the last two fiscal years of subrecipient:

Grant Audited	Finding Date	Finding Description
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MEMA will send a letter to subrecipient seeking additional details on the above finding(s), requesting subrecipient response and Corrective Action Plan, and setting a schedule for MEMA to issue a Management Decision.

(3): Please describe any new systems or staffing that may impact federal grant award administration:

(4): Please describe (or attach) the results of federal monitoring received within the last two fiscal years:

(5): Please describe any Internal Control-related concerns:

My signature below indicates that I have reviewed the relevant accounting, internal control, and program staffing and management systems of my organization, that the above information is complete and correct, and that all efforts to minimize the risk of noncompliance have and will be taken by my organization.

Signature 

Date 7-22-21

Printed Name Francis T. Barresi

Title Fire Chief

Instructions for FEMA Assurances and Certifications

Summary Sheet:

- FY- Fill out the Fiscal Year (ex. FY 2022)
- CA FOR- Fill in the name of your City/Town/or Organization (Town of Smallville)

Check the boxes that apply to your application:

- Part I : Non Construction: Category A & B: Snow Removal/
Debris Management/Emergency Protective Measures
- Part II: Category C through G: Permanent Work
- Part III: All application types check this box
- Part IV: Never check this box

Authorized Representative signs the summary sheet

DO NOT SIGN Standard Form LLL: Disclosure of Lobbying Activities

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
Expires July 31, 2007

FOR
FY 21 CA FOR (Name of Recipient)
Town of Rehoboth

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (*If applicable*)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Francis T. Barresi

Typed Name of Authorized Representative



Signature of Authorized Representative

Fire Chief

Title

7-22-21

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**

U.S DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B. No. 1660-0025
Expires July 31, 2007

Paperwork Burden Disclosure Notice

Paperwork reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden estimate to: Information Collection Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. **NOTE: Do not send your completed form to the above address.**

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAM

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

NOTE"

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (*including funds sufficient to pay the non-Federal Share of project cost*) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict to interest, or personal gain.
8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's standards for a Merit System of Personnel Administration (5 C.F.R. 900-subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statutes(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or impart with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is \$ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (H) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

 Standard Form-LLL "Disclosure of Lobbying Activities" attached (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

(a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Standard Form LLL: Disclosure of Lobbying Activities

Approved by OMB
0348-0046

1. Type of Federal Action <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post Award	3. Report Type <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
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4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier # _____, (if known) Congressional District, if known: _____	5. If Reporting Entity in Number 4 is Sub-Awardee, Enter Name and Address of Prime: Congressional District, if known: _____
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6. Federal Department/ Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____
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8. Federal Action Number (if known):	9. Award Amount (if known)
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10. a Name and Address of Lobbying Registrant: (if individual, last name, first name, MI)	10. b Individuals Performing Services (including address if different from 10a.)
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11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
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FEDERAL USE ONLY:

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FEMA Public Assistance Program must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326¹. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If the sub-recipient does not have documented procurement procedures, MEMA will not provide a contract. If the sub-recipient's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

-
1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices *(applicant should state Yes or No)* YES NO
 2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 *(applicant should state Yes or No)* YES NO

Name of person completing this form Deborah Arruda

Title Interim Town Administrator

Signature 

Email darruda@rehobothma.gov

Telephone 508-252-3758

Sub-Recipient Organization Name: Town of Rehoboth

¹ These regulations may be found in their entirety on the U.S. GPO's website here:
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Capture Date: 03/05/2021 22:05

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4496-DR-MA

Number of Records: 1

Applicant ID: 005-56375-00
Bundle # : PA-01-MA-4496-
PW-00102(144)

Applicant: REHOBOTH (TOWN OF)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4496-PW-00102(0)	B	N	03-26-2021	7,600.06

Facility Number:

1

Facility Name:

Damage # 406086; Emergency Protective Measures (Damage for Project [154500] COVID-19 THROUGH 9/14/20

Location:

334 Anawan St.
Rehoboth, Massachusetts 02769

Scope of Work:

406086 Damage for Project [154500] COVID-19 THROUGH 9/14/20

Work Completed - Streamlined COVID-19 Application

In response to the COVID-19 Public Health Emergency, the applicant utilized Force account labor, materials, and contracts in taking the Emergency Protective Measures of management, control, and reduction of immediate threats to public health and safety

Cost share for this version is 75%. All work and costs in this project fall between 3-27-2020 and 9-14-2020.

COVID-19 Streamlined Application Disclosures:

Contracts must include a Termination for Convenience clause.

FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, CARES Act, and the United States Department of Agriculture.

FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials, not to exceed the duration of the HHS Public Health Emergency Declaration for COVID-19.

Town of Rehoboth

- A. Purchased PPE such as gloves, masks, safety glasses, face shields, coveralls provided through force account materials
- B. Purchased signs for disseminating information regarding COVID-19 closures and safety protocols provided through force account materials
- C. Purchased disinfecting/cleaning supplies provided through force account materials
- D. Contracted to have facility cleaning and disinfection. See Project Note 4

Work completed Totals

- 1. Labor \$0.00 (\$25,699.30 - \$25,699.30)
- 2. Materials \$7,079.46 (\$35,260.37 - \$28,180.91)
- 3. Contracts \$520.60 (\$4,296.97 - \$3,776.37)

Work Completed Total: \$7,600.06 (\$65,256.64 - \$57,656.58) See Project Note 5

Capture Date: 03/05/2021 22:05

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4496-DR-MA

Number of Records: 1

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ - Small Project Estimate.
2. Costs associated with this project have been validated. See attachment: 154500 CRC Summary.xlsx
3. FEMA will not approve Public Assistance that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention
4. Disinfection work consisted of using CDC approved methods and disinfectants, such as hand cleaning with wipes. No run off was associated with this work
5. Applicant agreed to remove \$57,256.58 from claim following field review for eligibility. See uploaded document, 154500 applicant concurrence to remove costs.pdf
 - i) Minus \$25,699.30 regular time labor
 - ii) Minus \$28,699.30 materials deemed ineligible
 - iii) Minus \$3,776.37 contracts

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	7,600.06	0.00	7,600.06
Federal Share (\$)	7,600.06	0.00	7,600.06

PA-01-MA-4496-PW-00102(0) <u>P</u>	
Applicant Name:	Application Title:
REHOBOTH (TOWN OF)	154500 - COVID-19 THROUGH 9/14/20
Period of Performance Start:	Period of Performance End:
03-27-2020	03-26-2021

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-4496-PW-00102(144)	02-22-2021

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 100%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID	DATE	CATEGORY
FEMA 4496 - DR -MA	154500	NO. 005-56375-00	02-18-2021	B
APPLICANT: REHOBOTH (TOWN OF)			WORK COMPLETE AS OF: 02-18-2021 : 100 %	
Site 1 of 1				
DAMAGED FACILITY:			COUNTY: Bristol	
Damage # 406086; Emergency Protective Measures (Damage for Project [154500] COVID-19 THROUGH 9/14/20)				
LOCATION:			LATITUDE:	LONGITUDE:
PA-01-MA-4496-PW-00102(0): 334 Anawan St. Rehoboth, Massachusetts 02769				
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-01-MA-4496-PW-00102(0): The Disaster #4496DR, which occurred between 1/20/2020 and Ongoing , caused:				
Damage # 406086; Emergency Protective Measures (Damage for Project [154500] COVID-19 THROUGH 9/14/20)				
During the incident period of 1/20/2020 through Ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.				
Provided Provision of Supplies and Commodities for for reducing spread of and exposure to virus including PPE, sanitizing supplies at Town of Rehoboth from 3/27/2020 to 9/14/2020.				
Provided Provision of Supplies and Commodities for disseminating information at Town of Rehoboth from 3/27/2020 to 9/14/2020.				
Provided Facility cleaning for reducing spread COVID-19 at Town of Rehoboth from 3/27/2020 to 9/14/2020.				
Current Version:				
SCOPE OF WORK:				
PA-01-MA-4496-PW-00102(0): 406086 Damage for Project [154500] COVID-19 THROUGH 9/14/20				
Work Completed -- Streamlined COVID-19 Application				

In response to the COVID-19 Public Health Emergency, the applicant utilized Force account labor, materials, and contracts in taking the Emergency Protective Measures of management, control, and reduction of immediate threats to public health and safety

Cost share for this version is 75%. All work and costs in this project fall between 3-27-2020 and 9-14-2020.

COVID-19 Streamlined Application Disclosures:

Contracts must include a Termination for Convenience clause.

FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, CARES Act, and the United States Department of Agriculture.

FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials, not to exceed the duration of the HHS Public Health Emergency Declaration for COVID-19.

Town of Rehoboth

- A. Purchased PPE such as gloves, masks, safety glasses, face shields, coveralls provided through force account materials
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- 3. Contracts \$520.60 (\$4,296.97 - \$3,776.37)

Work Completed Total: \$7,600.06 (\$65,256.64 - \$57,656.58) See Project Note 5

Project Notes:

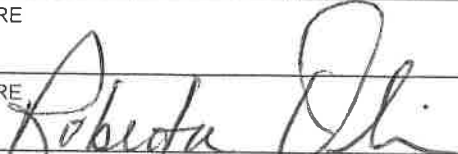
- 1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ – Small Project Estimate.
- 2. Costs associated with this project have been validated. See attachment: 154500 CRC Summary.xlsx
- 3. FEMA will not approve Public Assistance that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention
- 4. Disinfection work consisted of using CDC approved methods and disinfectants, such as hand cleaning with wipes. No run off was associated with this work
- 5. Applicant agreed to remove \$57,256.58 from claim following field review for eligibility. See uploaded document, 154500 applicant concurrence to remove costs.pdf
 - i) Minus \$25,699.30 regular time labor
 - ii) Minus \$28,699.30 materials deemed ineligible
 - iii) Minus \$3,776.37 contracts

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
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*** Version 0 ***					
Work Completed					
1	9001	CONTRACT SERVICES	1/LS	\$ 4,296.97	\$ 4,296.97
2	9001	CONTRACT SERVICES	1/LS	\$ -3,776.37	\$ -3,776.37
3	9009	MATERIALS	1/LS	\$ 35,260.37	\$ 35,260.37
4	9009	MATERIALS	1/LS	\$ -28,180.91	\$ -28,180.91
5	9007	LABOR	1/LS	\$ 25,699.30	\$ 25,699.30
6	9007	LABOR	1/LS	\$ -25,699.30	\$ -25,699.30
				TOTAL COST	\$ 7,600.06
PREPARED BY Bruce McLane		TITLE IBD	SIGNATURE		
APPLICANT REP. Roberta Oliveira		TITLE Town Accountant	SIGNATURE 		

[View Application](#)

Generated Date: 03/05/2021 22:06

Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-496-DR-MA

Applicant FIPS ID: 005-56375-00 Applicant/Subdivision Name: REHOBOTH (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full. I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 7,600.06

Signed [Signature] Date 3-22-21
Applicant's Authorized Representative

Signed _____ Date _____
Governor's Authorized Representative

FEMA Environmental Planning and Historic Preservation Memo for Record for Review of Public Assistance Emergency Protective Measures Activities (Category B) for the COVID-19 Declarations

On April 3, 2020, the Director of the Office of Environmental Planning and Historic Preservation (OEHP) signed a memorandum and strategy to ensure consistent reviews of FEMA's Public Assistance-funded Emergency Protective Measures (EPM) projects for COVID-19 declarations across all ten (10) Regions and (4) Consolidated Resource Centers (CRCs). In this memo, OEHP also determined that activities related to administration, personnel, and the procurement of supplies, equipment, and commodities have no potential to affect EHP resources. Therefore, this memo for record (MFR) documents Environmental and Historic Preservation (EHP) decision-making of the COVID-19 EPM projects reviewed by EHP staff at the CRCs. OEHP has determined that these activities have no potential to affect EHP resources and are Statutorily Excluded from NEPA. For more information on specific response actions excluded from NEPA by the Stafford Act, see 42 U.S.C. § 5170.

Declaration Number/State: DR-4496-MA

Project Number: 154500

Project Description: In accordance with sections 403 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance program. FEMA may provide assistance for emergency protective measures including, but not limited to, the following, if not funded by the HHS/CDC or other federal agency:

Management, control and reduction of immediate threats to public health and safety

- Emergency Operations Center (EOC) activities
- Training
- Facility disinfection, including the purchase of supplies (*Facility disinfection/decontamination activities, regardless of the status of project completion, where there is no potential for runoff - i.e. day-to-day cleaning of surfaces with common household cleaners, disinfecting wipes, etc.*)
- Technical assistance on emergency management
- Dissemination of information to the public to provide warnings and guidance
- Pre-positioning or movement of supplies, equipment, or other resources (*On existing developed sites only.*)
- Purchase and distribution of food, water, ice, or other commodities
- Purchase of medical supplies/PPE for a non-medical facility
- Security, law enforcement, barricading, and patrolling

Emergency Medical Care

- Purchase and distribution/use of medical supplies and equipment including in vitro diagnostic supplies; Personal Protective Equipment (PPE); Ventilators and products modified for use as ventilators; Therapeutics
- Decontamination systems in buildings constructed within the last 45 years and/or that do not require installation of equipment (*Does not include exterior shower systems, or use of tanker trucks, etc.—project may require project-specific conditions related to NMFS consultation and must go to Region for review.*)
- Provision of medical services, including disease testing; non-deferrable medical treatment (*This is care only - not the funding of a temporary medical facility. May also include limited “wraparound” services at an existing facility such as: additional client services, security, meals, 24-access, residential supervision, additional facility management, and/or Crisis Intervention and Conflict Resolution.*); emergency medical transport

Sheltering

- Isolation-related temporary lodging (*Hotel/executive suites/dormitory lodging*) *
- Quarantine-related temporary lodging (*Hotel/executive suites/dormitory lodging*) *
- High-risk population sheltering (*Hotel/executive suites/dormitory lodging*) *
- Healthcare worker and first responder temporary lodging (*Hotel rooms only*) *

**Temporary lodging and sheltering activities described above are only permissible when FEMA is only paying for hotel/executive suites/dormitory lodging and the facility is not functioning as a medical facility. May also include limited “wraparound” services such as: additional client services, security, meals, 24-access, residential supervision, additional facility management, and/or Crisis Intervention and Conflict Resolution. If any construction related activities associated with lodging, the project must go to Region for review.*

- Household pet or assistance animal or service animal sheltering or containment (*As long as it does not involve the construction or build out of a new facility.*)

Barrier and Small-Scale Installation Projects

- Plexiglass Installation - projects located in buildings constructed within the last 45 years and require physical installation of plexiglass (or similar material with the intent to provide a physical barrier a.k.a “sneeze guards”).
- Plexiglass Installation (freestanding) – projects located in buildings that do not require *any* physical alteration to a building to install plexiglass (or similar material or similar material with the intent to provide a physical barrier a.k.a “sneeze guards”).
- Wall-mounted hand sanitizers - projects located in buildings constructed within the last 45 years and require physical installation (e.g. affixed with bolts, in wall units, etc) of hand sanitizers, **OR** the hand sanitizer units are free-standing or are being affixed to a surface using only temporary, non-damaging adhesives.)

- Installation of various types of sterilization/disinfection/air purification equipment (freestanding) - projects located in buildings constructed within the last 45 years **OR** do not require *any* physical alteration to a building to install equipment
- Physical barriers (queuing poles) - projects located in buildings constructed within the last 45 years **OR** do not require *any* physical alteration to a building to install poles or physical barriers to separate people (or similar intent to provide a physical distance between people).
- Modification of interior or exterior doors, windows, and/or walls - projects located in buildings constructed within the last 45 years that require physical alteration of interior or exterior including moving, enlarging, or closing of doors, windows, and/or walls.
- Doorbells - projects located in buildings constructed within the last 45 years **OR** do not require new wiring.
- IT equipment – projects located in buildings constructed within the last 45 years **OR** do not require new surface mounted wiring, conduits, piping or exposed ductwork.
- Shelving - projects located in buildings constructed within the last 45 years **OR** do not require physical means to secure the shelving units to walls or floors.

Other

Note: OEHP will use "OTHER" to capture activities that CRC EHP has identified that they are seeing as part of project applications but are not neatly captured in the activities above.

- Supplies, equipment, and commodities not specifically identified in the activities above and will not be installed at a later date.
- Set-up and staffing costs associated with Emergency Care activities.
- Other - Please describe:

I. National Environmental Policy Act Determination

The above described health and safety activities are emergency in nature and are necessary for meeting immediate threats to life and property. In accordance with Section 316 of the Stafford Act, these activities shall not be deemed a major Federal action significantly affecting the quality of the human environment. This action is statutorily excluded from National Environmental Policy Act (NEPA) review. Individual project proposals for further action that may result after the initial emergency protective action or response is taken may be subject to future NEPA review.

II. Section 106 of the National Historic Preservation Act Determination

Pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, FEMA has determined that these activities do not have the potential to cause effects to historic properties and in accordance with 36 CFR Part 800.3(a)(1). FEMA has no further obligations under Section 106.

III. Endangered Species Act Determination

These activities have been evaluated by FEMA and found to have No Effect to federally listed species and/or designated critical habitat. Under Section 7 of the ESA, if an action does not have the potential to affect listed species and/or designated critical habitat, a No Effect determination is made. As such, a programmatic No Effect determination has been made for these activities. Per the Endangered Species Act (ESA) regulations, notification to, and consultation with, the U.S. Fish and Wildlife Service and/or the National Marine Fisheries Service are not required for activities with a No Effect determination. This memorandum functions as FEMA's internal compliance documentation and no additional review is required under Section 7 of the ESA.

IV. Compliance Review for Other Environmental Laws

FEMA has determined that these activities do not have the potential for effects under the following laws and Executive Orders (EO): Coastal Barrier Resources Act, Clean Water Act, Coastal Zone Management Act, Fish and Wildlife Coordination Act, Clean Air Act, Farmland Protection Policy Act, Migratory Bird Treaty Act, Magnuson-Stevens Fishery Conservation and Management Act, Wild and Scenic Rivers Act, EO 11988, EO 11990, and EO 12898.

V. Approvals

Name: **Blake Coleman**

Title: **EHP Senior Specialist**

Signature:

Date: **11/20/2020**

7/26/21

NEW BUSINESS:

Action Item (11): Vote to Ratify Approval of Agreement with Home Commercial & Security for Fire Alarms/Monitoring for Francis Farm-COA

Background: Home Commercial and Security has begun work at Francis Farm on the fire alarms and monitoring services. The Interim Town Administrator had to sign the contract in order for the work to begin, with approval from the Chairman of the Board. The Board needs to ratify the approval of the work and contract.

Motion: To ratify the approval made by the Chairman for Home Commercial and Security to begin the process for the fire alarms and monitoring services at Francis Farm and to allow the Interim Town Administrator to sign the electronic documents.

Moved:		Second:		Vote:	
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Discussion:

COMMERCIAL PROPOSAL/AGREEMENT

This Agreement is made this 19th day of July, 20 21, by and between Home and Commercial Security, Inc. ("Company") and Rehoboth Town Offices Rear - 148R Peck Street, Rehoboth MA 02769 ("Subscriber").
Subscriber is sometimes referred to herein as "you" or "your" and Company is sometimes referred to herein as "we," "us" or "our".

Location of Subscriber's premises Rehoboth Town Buildings - 151R County Street ("Premises")

Subject to the terms and conditions hereinafter set forth, Company agrees to (check all that apply):
 sell lease takeover your equipment and provide installation (as needed) repair service per call repair service
 monitoring services and remote programming services 4L Fire Alarm Monitoring see first attached addendum
(collectively, "Services") for a residential signaling system ("System"), consisting of the equipment specified on the attached Rider which is incorporated herein by reference. Note: You acknowledge and agree that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) you have voluntarily elected to accept the System based on your personal reasons, cost, life style, pets, Premises environment and conditions, etc., (iii) your local municipality may require that you obtain a license or permit for the installation, use or monitoring of the System and that you are solely responsible for determining and complying with such obligations and providing Company with the then current license or permit number(s), and (iv) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility.

1. **Installation Charges.** You agree to pay Company the sum of \$, plus tax, if applicable, for the installation (and sale if System sold as checked above) of the System as follows:
\$ Upon signing this Agreement;
\$ Upon rewiring, if necessary;
\$ Upon substantial completion of installation

by electronic funds transfer ("EFT") cash, check or money order credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above. Bank account number: Routing Number Account Number . If credit card is checked, you authorize payments due as stated above to be remitted through your credit card account indicated below. Select one only: VISA Master Card Discover Amex with Expiration Date Account Number:

2. **Monthly Charges.** You agree to pay Company the sum of \$ 49.95, plus tax, if applicable, per month for Services prepaid Monthly Quarterly Semi-Annually Annually by electronic funds transfer ("EFT") cash, check or money order credit card. If EFT is checked, you authorize periodic debits to your bank account for Services. Bank account number: Routing Number Account Number . If credit card is checked, you authorize payments due as stated above to be remitted through your credit card account indicated below: \$149.85 quarterly
Select one only: VISA Master Card Discover Amex with Expiration Date Account Number:
You agree that if you cancel any credit card authorization or EFT authorization, or payment is denied, refused or otherwise dishonored, or you otherwise do not pay the Services fee when due, that we may suspend or terminate all services, terminate this Agreement and bill you for all amounts due under this Agreement.

3. **Start and Completion Dates; Term.** Estimated start date: Inservice date estimated completion date: 19MA (dates do not have to be strictly complied with). This Agreement shall continue for a period of five (5) years three (3) years

4. **Renewal.** This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon any expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term.

5. DISCLAIMER/LIMITATION OF LIABILITY. SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS:

(I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER. (II) YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT. (III) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ITS OR THEIR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING FACILITY.

SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ITS OR THEIR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, ALL SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES.

IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPKETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

6. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one year from the date of this Agreement upon giving you written notice thirty (30) days in advance of the effective date of such change. If you are unwilling to pay any revised charge, you must notify Company in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the change unless Company rescinds the change, and thereafter Company may elect to resume the charge of the previous term thereby binding you to the full term of this Agreement. The time periods in this paragraph must be strictly complied with.

7. **Communications Equipment and Services.** Subscriber understands and acknowledges as follows: (i) the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, cable system or some other form of computer network or radio transmission; (ii) some or all of these communications equipment or services may access or incorporate the Internet, a local area network or some other form of computer network to transmit or receive data; (iii) for data transmitted by a telephone network, there are various types of telephone line service including, without limitation, a Company-owned or operated network facility, direct wire, services channel, multiplex, DSL, T1, ISDN and various other forms of service; (iv) for data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc.; and (v) for data transmitted or received via the Internet or by any form of computer network, the System's ability to transmit or receive data shall be dependent upon the Internet or computer network. Accordingly, Subscriber understands, acknowledges and agrees that (a) the System is not infallible and the transmission and receipt of data from the System regardless of the communications equipment or service used may be interrupted, circumvented or otherwise compromised, and (b) immediately after the installation, modification or repair of DSL or other broadband service, you must test the System's data transmission with the monitoring facility.

8. **Transmission of Data.** Subscriber understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is interrupted by any natural or human cause including, without limitation, any sort of

19MA

8. **Transmission of Data.** Subscriber understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised, (ii) if the communications equipment or service is interrupted by any natural or human circumstance, without limitation, any sort of interference (e.g., ground interference or otherwise), or the loss of a telephone line or dial tone (either because the line is cut or otherwise), there will be no indication of such interruption at the monitoring facility or less Subscriber elects to use any available form of technology designed to detect and report such an interruption at additional cost, (iii) if the communications equipment or service is incompatible, incapable or interrupted, no signal will be received at the monitoring facility, (iv) the use of DSL or other broadband telephone service may prevent the System from transmitting data to the monitoring facility or interfere with the telephone line service feature of the System (DSL or other broadband telephone service should be installed on a telephone number that is not used for System data transmissions), and (v) Subscriber may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost.

9. **Waiver of Insured Losses.** You hereby release Company and Representatives for all losses, damages and expenses (i) covered by your insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits (iii) in excess of amounts paid by your insurance, and (iv) due to under insurance.

10. **Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

11. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING STATION FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION INDEMNIFICATION OR CONTRIBUTION, YOU AGREE (A) THAT COMPANY AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO APPOINT ITS OWN LEGAL COUNSEL TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM, AND (B) TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

THIS PARAGRAPH SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE OCCURRING WHILE COMPANY'S EMPLOYEE IS ON THE PREMISES AND SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE COMPANY'S EMPLOYEE, PROVIDED, HOWEVER, THAT THIS EXCEPTION SHALL BE LIMITED TO THE AMOUNT OF PROCEEDS RECEIVED FROM COMPANY'S INSURANCE POLICY(IES) APPLICABLE TO THE CLAIM OR ACTION FOR SUCH LOSS OR DAMAGE.

12. **Installation and Service.** You acknowledge and agree that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is your obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses for personal injury, including death, or tort or personal property.

13. **Delays in Installation.** Company makes no promise of delivery and installation of equipment or commencement of Services by any particular date.

14. **Title.** Title to the alarm communicator transmitter (panel) shall remain at all times in Company. Title to all equipment and materials shall remain at all times in Company and fully paid.

15. **Compatibility of Alarm Communicator Transmitter (Panel).** Subscriber understands and agrees that the Panel may be proprietary to Company and that it may not be compatible with digital alarm communicators receiving equipment at other monitoring facilities.

16. **Suspension of Service, Stand-By, Lock-Out or Removal of System.** You understand and agree that Company may, in its sole and absolute discretion, electronically lock out the digital alarm communicator transmitter (Panel) permanently in order to limit access to the Panel to Company only. Should you default hereunder, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" system, or the System excessively signals Company's monitoring station without apparent reason, you authorize and empower Company to, without limitation, do any one or more of the following: remove the System from the premises (if installation and sale price not fully paid), disconnect the System, shut-down the Panel and/or the System and/or render some or all of the equipment incapable of signaling locally or communicating with any monitoring station and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights.

17. **Damages.** If you fail or refuse to cooperate or if you prevent Company from exercising its rights pursuant to the previous paragraph, you shall pay to Company the sum of One (\$1.00) Dollar for each individual signal from the Premises received by the monitoring facility, as agreed upon damages and not as a penalty, plus all actual attorneys' fees and court costs incurred by Company as a party in any action arising out of or from or related to the previous paragraph or this paragraph.

18. **No Obligation to Reconnect.** Company shall be in no way obligated to repair, restore, or reauthorize the Premises in the event the System is removed from the Premises.

19. **Risk of Loss.** Risk of loss or damage to the material and equipment shall pass to you upon delivery to the Premises.

20. **Subscriber's Duties and Responsibilities.** It is your sole responsibility to (i) confirm that your telephone equipment is compatible with the System, especially when there are changes to the telephone equipment or services rendered to you by the telephone company, i.e., call waiting, answering machines, digital service line (DSL), etc., and (ii) test the System periodically, at least monthly and whenever changes are made to telephone service for the Premises. Any claimed inadequacy or failure of the System shall be immediately reported to Company for repair service.

21. **Third-Party Charges.** Unless Company agrees otherwise in writing, you shall pay a) charges made by any (i) telephone company for (a) time and equipment necessary to connect the System to the telephone network, (b) telephone call charges to any governmental agency, or (c) transmitter of signals or voice to the monitoring station, or (ii) any penalty for receipt of communications from Company or dispatch of police, fire or medical personnel to the Premises.

22. **Falsely Alarm.** In the event the System is activated for any reason whatsoever, you shall (i) pay, without any right to be reimbursed by Company, or (ii) reimburse Company for any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency. In addition, if, in our sole and absolute discretion, we receive excessive false alarms, we may, in our sole and absolute discretion, suspend or terminate Services or terminate this Agreement for breach. ~~Deliberately activating the System to send a false alarm which results in the dispatch of law enforcement or other personnel may be a crime.~~

23. **Default of Subscriber.** In the event of any default of this Agreement by you, without limiting the rights of Company, Company shall be entitled to retain all prepayments received and you shall immediately pay to Company (a) all payments then due and payable, and (b) Eighty percent (80%) of all payments which would be due hereunder for the unexpired term as agreed upon damages and not as a penalty, and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professional's fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

24. **Binding Agreement.** This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of Services. You acknowledge and agree that you may not receive a copy of this Agreement executed by an authorized representative of Company. Commencing Services will constitute our acceptance of this Agreement.

This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties.

25. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

26. **Assignment of Agreement.** This Agreement is not assignable by you except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

27. **Finance and Late Charges.** A finance charge of one (1%) percent per month (twelve (12%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also pay to Company an administrative fee (late charge) of 3% of any payment due hereunder received by Company after the date on which such payment is due as agreed upon damages and not as a penalty.

28. **No Waiver of Breach.** If Company shall waive any breach of this Agreement by you, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

29. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel telephoning the governmental agencies or the telephone number supplied by Subscriber in writing ("Proper Authorities") upon the monitoring facility's receipt of data from the System reporting specific conditions that have been previously identified in writing (hereinafter "Listed Codes") or voice communication received from the Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance. We may modify, terminate or suspend any particular form of service (if permitted, requested or required to do so by any governmental authority, standards setting entity or insurance interest). Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code to any other person, and (b) upon receipt of an alert code or oral advice to disregard the receipt of the Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an alert code or oral advice to disregard the receipt of the Listed Code. Company's efforts to notify Proper Authorities shall be satisfied by voice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering

Journals LOMA

service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications. You acknowledge and agree that all Service, software, hardware, firmware, codes, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from Services are our sole and exclusive property and that you have no rights whatsoever in any of the foregoing.

30. Repair Services

- (a) Repair service consists of providing all necessary labor, material parts and equipment to service the System due to ordinary wear and tear only. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.
- (b) Per-call repair service consists of providing all necessary labor, material, parts and equipment to service the System, you agree to pay Company on a time and material basis at Company's then prevailing charges.
- (c) You agree that all repair and per-call repair services to the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditions upon your notifying Company of the necessity for such service. You agree to pay Company's minimum service call charge if the event you do not provide unrestricted access when Company attempts to provide service at the Premises.

31. Details of Service: Company makes no promise that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays.

32. Takeover Systems: If Company takes over rendering service to an existing system, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that there have been successive activations of the System, that the System has been abused or that the number of problems or cost of service has become or may become excessive, and you shall be entitled to reimbursement of the unearned charge paid for the then current period to your account and this shall be the limit of Company's liability.

33. Remote Programming Services: Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility. You hereby consent to Company's performance of all such services pursuant to Company's then prevailing charges, if any, for such service, which you agree to pay to Company.

34. Suspension of Service: You agree that Company's obligations hereunder are waived automatically without notice and you release Company for all loss, damage and expense in the event of a suspension or breach of this Agreement by Subscriber or of the monitoring facility, communications equipment, network or services, or the transmission system, equipment or facilities are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charge paid for the period of interruption or your request and this shall be the limit of Company's liability. In the event this Agreement is suspended or terminated for any reason, you agree to immediately disconnect the System from all transmission sources, e.g., telephone line, radio transmitter, cellular transmitter, etc. Further, upon termination of this Agreement or if Services are suspended or terminated for any reason we may, in our sole and absolute discretion, without notice, and without any liability, remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility.

35. Key Service: If you provide Company with keys and unrestricted access to the Premises, Company's sole obligation is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available after receipt of your request to do so, in order to service the System. You agree that Company and Representatives are released for any loss, damage or expense due to the loss or theft of any keys.

36. LIMITED WARRANTY

A. COMPANY HEREBY WARRANTS TO YOU ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, LIGHT BULBS, LED'S, LCD'S, EXPENDABLE BATTERIES AND FOR TAPE SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS. COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU. THIS WARRANTY IS NOT ASSIGNABLE.

B. IF YOU DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE

NUMBER SET FORTH, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

D. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU ACKNOWLEDGE THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED THAT YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE PAGE OF THE AGREEMENT OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, CONCLUDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

37. Company Duty Concerning Property of Others: You agree that Company has no responsibility for the condition or operation of any equipment, device or property of any sort of Subscriber, the premises company or others ("Property"). If Company provides service to Property, you agree that all relevant terms and conditions of this Agreement shall apply to all such service and you shall pay for such service on a time and material basis at Company's then prevailing charges.

38. Contractual Limitation of Action: All claims, actions or proceedings against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued. Without judicial extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with.

39. Integrated Agreement: This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.

NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT.

40. Valid Agreement: Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

41. Modifications: All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

42. Additional Equipment or Service: If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.

43. Right to Subcontract: Company may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to you, and bind you to said subcontractor(s) with the same force and effect as they bind you to Company.

44. Consent to Intercept, Record, Disclose and Use Contents of Communications: You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, voice, wire, text, electronic and other forms of transmission or communication to which you, Any Person or Company are parties.

45. MEDICAL EMERGENCY SIGNAL: YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND

Initials DMA

FAILURE TO CONTACT OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS

46. Right to Cancel Without Other You represent and warrant that (a) your cancellation or termination of any contract or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. You agree to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any limitation or obligation that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses (including, without limitation, attorneys' fees and court costs) arising out of or from, or in connection with, or as a result of, or as a consequence of your breach of this representation and warranty.

47. Paragraph Headings The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

48. Right to Validation Report You authorize and consent to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

49. Right to Notice and Cure In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unaltered and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

50. JURISDICTION, VENUE AND WAIVER OF JURY TRIAL EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING (SUIT) ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

51. Right to Terminate Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges.

52. Electronic Media You agree that a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile (or electronic mail) shall be deemed to be a signed copy for all purposes. In addition, you agree that we may scan or otherwise convert this Agreement into an electronic and/or digital media file, and that a copy of this Agreement in the electronic data file products from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

53. Consent to Call Subscriber Notwithstanding any laws generally known as "Do Not Call" laws, you hereby grant permission to Company and its representatives to contact you via telephone in connection with or with respect to this Agreement, your use of the System or Services, billing and collection for Services and the System, customer support services and new products and services.

NOTICES TO SUBSCRIBER: YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF, TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ THE FRONT AND REVERSE BEFORE SIGNING. IF YOU DO NOT NEED YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE SYSTEM YOU BOUGHT WITH OR ARE USING PURSUANT TO THIS AGREEMENT.

NO WARRANTIES: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING A NON-IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MASSACHUSETTS MECHANIC'S LIEN: ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIAL MAN WHO PROVIDES HOME IMPROVEMENT GOODS OR SERVICES PURSUANT TO YOUR HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED PAYMENT OF THE AGREED-UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN. MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement on the date first above written.

Home and Commercial Security, Inc.

By: Sales Representative

Approved: Authorized Representative

VP of Sales

Permit Fees Additional
SUBSCRIBER

Deborah Arruda

HOME & COMMERCIAL SECURITY
44 Blanding Road - Rehoboth, Massachusetts 02769

FIRST ADDENDUM TO PROPOSAL/AGREEMENT

THE PROPOSAL/AGREEMENT dated July 19, 2021 ("Agreement") by and between Home & Commercial Security, Inc. a Massachusetts corporation (hereinafter referred to as the "Company"), and Rehoboth Town Buildings, (hereinafter referred to as "Subscriber") (collectively referred to as the "Parties") is hereby modified by this First Addendum ("Addendum") made as of the 19th day of July, 2021.

Whereas, the Company provided or will provide to Subscriber under the terms of the Agreement certain AES Radio/Secured Monitoring Transmitter ("Equipment") for subscriber's use during the term of the Agreement. The Equipment transmits on frequencies assigned to the Company by the Federal Communications Commission ("FCC"). In the event that the Equipment is not returned upon the termination of the Agreement, the Parties agree that the actual damages which Company would suffer as a result of the Equipment not being returned are extremely difficult and impractical to ascertain inasmuch as it is difficult to evaluate the damages to Company of having Equipment possibly transmitting on its frequencies, and the expense of acquiring replacement equipment. Therefore, the Parties agree that if the Subscriber fails to return the Equipment upon expiration or early termination of the Agreement or if the Equipment is damaged beyond normal wear and tear associated with the intended use of the Equipment the Subscriber shall pay to the Company the amount of Seven Hundred Ninety Five Dollars (\$795.00) as liquidated damages, which represents a reasonable estimate as to the amount of such costs and expenses the Company would incur. The liquidated damages shall be in lieu of all other damages or remedies that otherwise would be available to the Company for the loss or damage of the Equipment. This Addendum does not limit any other damages either party may recover including, but not limited to, monitoring fees, maintenance fees, installation fees, attorney's fees or any other costs and/or damages incurred by the breach of the Agreement. This Addendum does not modify or supercede any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this First Amendment to Lease Agreement as of the day and year first written above:

Company:

HOME & COMMERCIAL SECURITY, Inc.

By: [Signature]

Name: Jason H. Sidok

Title: VP of Sales

Subscriber: OMA

Location: 151R County Street
Rehoboth, MA 02769

By: Deborah Arruda

Name: Deborah Arruda

Title: Interim Town Administrator

Deborah Arruda

7/26/21

NEW BUSINESS:

Action Item#12: Vote to Approve Appointment to IT Committee, Community Preservation Committee, & Agricultural Commission, and Reappointments to Economic Development Committee, Green Energy Committee, Historical Commission, Personnel Board, and Municipal Building Study Committee

Motion: Vote to appoint Timothee J. Maynard to the IT Committee, effective 7/26/2021-6/30/2022.

Moved:		Second:		Vote:	
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Discussion:

Motion: Vote to appoint Patricia Vadnais to the Community Preservation Committee, as Agricultural Commission Representative, effective 7/26/2021-6/30/2022.

Moved:		Second:		Vote:	
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Discussion:

Motion: Vote to appoint Arthur Gareau to the Agricultural Commission, effective 7/26/2021-6/30/2022.

Moved:		Second:		Vote:	
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Discussion:

Motion: Vote to reappoint the following **committee members with the following dates**, due to the COVID-19 pandemic and their consequent “holdover” status for all of fiscal year 2021:

Please read this disclaimer:

Due to COVID-19 Pandemic and State of Emergency all 2020 reappointments were considered to be “hold-over” appointments until the State of Emergency was lifted. As such, the following appointed “terms” are being bridged by setting the effective dates with the beginning of the “holdover” appointed terms. This will adjust the appointment records accordingly and eliminate any “break” in service. (This vote effectively ratifies the holdover period).

Economic Development Committee (one year term, back dated to cover “holdover” period)

Garth Baker (new this year), effective 7/1/2021-6/30/2022
Joseph Cherepowich, effective 7/1/2020-6/30/2022
Linda Ferreira, effective 7/1/2020-6/30/2022
John Jordan, effective 7/1/2020-6/30/2022
Lisa Milich, effective 7/1/2020-6/30/2022
Stephen Silva, effective 7/1/2020-6/30/2022
Nicole Gardella, effective 7/1/2020-6/30/2022

Green Energy Committee (one year term, back dated to cover “holdover” period)

Carolyn Panofsky, effective 7/1/2020-6/30/2022
David Feeney, effective 7/1/2020-6/30/2022
Patricia Abrahamson, effective 7/1/2020-6/30/2022
Jessica Skyeson, effective 7/1/2020-6/30/2022
Lisa Wentworth, effective 7/1/2020-6/30/2022

Historical Commission (all three-year terms, all ending in 2021)

Mark Canuel, effective 7/1/2021-6/30/2024
Jann McMurry, effective 7/1/2021-6/30/2024
Catherine Potter, effective 7/1/2021-6/30/2024

Personnel Board (three-year term, ending in 2021)

Craig Chapman, effective 7/1/2021-6/30/2023

Municipal Building Study Committee (one year term, back dated to cover “holdover” period)

Francis T. Barresi, effective 7/1/2020-6/30/2022
David Foss, effective 7/1/2020-6/30/2022
Scott Meagher, effective 7/1/2020-6/30/2022
Joseph Nunes, effective 7/1/2020-6/30/2022
Richard Panofsky, effective 7/1/2020-6/30/2022
Carolyn Panofsky, effective 7/1/2020-6/30/2022
Norman Todd, effective 7/1/2020-6/30/2022

Discussion:

TALENT BANK

FORM



DATE: 7/19/2021



Town Government needs citizens to give of their time and talents serving the Town of Rehoboth. A Talent Bank has been established as a means of compiling a list of interested citizens willing to serve on a voluntary basis on a variety of boards and committees. Some boards meet often—some require less time—and some are busy at different times of the year. From time to time, there is also a need for advisory committees or sub-committees appointed to work on a specific project.

If you are interested in serving, please indicate your preference below and return the completed form and resume to:

Selectmen's Office, Town of Rehoboth, 148 Peck Street, Rehoboth, MA 02769, email to: darruda@town.rehoboth.ma.us or FAX to 508-252-5342

<input type="checkbox"/> Agricultural Commission	<input type="checkbox"/> Election Day Worker	<input type="checkbox"/> Personnel Board
<input type="checkbox"/> Animal Advisory Committee	<input type="checkbox"/> Emergency Management	<input type="checkbox"/> Town Events Committee
<input type="checkbox"/> Board of Health	<input type="checkbox"/> Facility Study Committee	<input type="checkbox"/> Zoning Board of Appeals
<input type="checkbox"/> Cemetery Commission	<input type="checkbox"/> Finance Committee	
<input type="checkbox"/> Conservation Commission	<input type="checkbox"/> Green Energy Committee	
<input type="checkbox"/> Council on Aging Board	<input type="checkbox"/> Historical Commission	
<input type="checkbox"/> Cultural Council	<input checked="" type="checkbox"/> IT Committee	
<input type="checkbox"/> Economic Development Committee	<input type="checkbox"/> Keep Rehoboth Beautiful	

Other (Please Describe) _____

Name: Timothee J. Maynard

Address: 418 Fairview Ave.

E-mail address: bmayhome@comcast.net

Home Telephone: 774-565-0554 Cell or Work Telephone: _____

Are you a registered voter? yes no

Special interests and skills A lifetime in engineering and construction; 10 years serving in ESSO (Engineering Systems Support Organization) at Texas Instruments (computer systems and network management) ; 7 years working and teaching in medicine (respiratory therapy, at the collegiate level); 21 years teaching science at the high school and college level.

Education and experience A.A., B.A. (Biology), B.S. (Respiratory Therapy), M.Ed. (Health and Environment)

Reasons for wanting to serve I would like to be a positive influence in my community. I have spent my entire life serving others and I feel that I can make a worthwhile contribution.

TALENT BANK

FORM



DATE: 7/21/21



Town Government needs citizens to give of their time and talents serving the Town of Rehoboth. A Talent Bank has been established as a means of compiling a list of interested citizens willing to serve on a voluntary basis on a variety of boards and committees. Some boards meet often—some require less time—and some are busy at different times of the year. From time to time, there is also a need for advisory committees or sub-committees appointed to work on a specific project.

If you are interested in serving, please indicate your preference below and return the completed form and resume to:

Selectmen's Office, Town of Rehoboth, 148 Peck Street, Rehoboth, MA 02769, email to: darruda@town.rehoboth.ma.us or FAX to 508-252-5342

<input checked="" type="checkbox"/> Agricultural Commission	<input type="checkbox"/> Election Day Worker	<input type="checkbox"/> Personnel Board
<input type="checkbox"/> Animal Advisory Committee	<input type="checkbox"/> Emergency Management	<input type="checkbox"/> Town Events Committee
<input type="checkbox"/> Board of Health	<input type="checkbox"/> Facility Study Committee	<input type="checkbox"/> Zoning Board of Appeals
<input type="checkbox"/> Cemetery Commission	<input type="checkbox"/> Finance Committee	
<input type="checkbox"/> Conservation Commission	<input type="checkbox"/> Green Energy Committee	
<input type="checkbox"/> Council on Aging Board	<input type="checkbox"/> Historical Commission	
<input type="checkbox"/> Cultural Council	<input type="checkbox"/> IT Committee	
<input type="checkbox"/> Economic Development Committee	<input type="checkbox"/> Keep Rehoboth Beautiful	

Other (Please Describe) _____

Name: Arthur GAREAU

Address: 190 New St, Rehoboth MA 02769

E-mail address: AAGAREAU@AOL.COM

Home Telephone: 508 252 3957 Cell or Work Telephone: 508 400 6461

Are you a registered voter? yes no

Special interests and skills 10 years self-employed dairy farmer
8 years self-employed vegetable farmer
licensed wastewater treatment plant operator
10 years growing greenhouse vegetables

Education and experience Norfolk County Agricultural School
Dean College - A.S. in Math/Science

Reasons for wanting to serve To protect and promote agriculture in Rehoboth.

Arthur A. Gareau

7/26/21

NEW BUSINESS:

Action Item#13: Vote to Ratify Appointments to Conservation Committee, Harvest Block Party Committee, Finance Committee, IT Committee, and Reserve Officers

Background: This is a vote to ratify previous reappointments with new dates to cover the holdover period of 7/1/2020-6/30/2021, and fix minor typos.

Please read this disclaimer:

Due to COVID-19 Pandemic and State of Emergency all 2020 reappointments were considered to be “hold-over” appointments until the State of Emergency was lifted. As such, the following appointed “terms” are being bridged by setting the effective dates with the beginning of the “holdover” appointed terms. This will adjust the appointment records accordingly and eliminate any “break” in service. (This vote effectively ratifies the holdover period).

Motion: Vote to ratify the reappointments **voted on 7/12/2021** of the following **committee members with the following dates**, due to the COVID-19 pandemic and their consequent “holdover” status for all of fiscal year 2021:

Conservation Commission:

- Robert Materne, 7/1/2021-6/30/2024
- David R. Evans, 7/1/2021-6/30/2024
- Matthew Habershaw, 7/1/2021-6/30/2024

Conservation Commission is a 3-year term, as such some members terms ended in 2020.

- Matthew Kershaw, 7/1/2020-6/30/2023
- Thomas B. Nicholson, 7/1/2020-6/30/2023

Harvest Block Party Committee:

- Cathy Edington, 7/1/2020-12/31/2021
 - Cornelius V. Harrington, 7/1/2020-12/31/2021
 - Suzanne Laverdiere, 7/1/2020-12/31/2021
 - Mary Beth Moriarty, 7/1/2020-12/31/2021
 - Raymond M. Olivier, 7/1/2020-12/31/2021
 - Charles Procopio, 7/1/2020-12/31/2021
- (Committee is being dissolved at the end of the year.)*

Finance Committee:

- Colleen Simpson 7/1/20-6/30/22
- Susan McBride 7/1/20-6/30/22

Moved:		Second:		Vote:	
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Motion: Vote to ratify the reappointments of the following **Reserve Officers** to be effective 7/1/2020 through 6/30/2022, due to the COVID-19 pandemic and their consequent “holdover” status for all of fiscal year 2021:

JOSEPH BAKER

JUSTIN A. COSTA

JOSHUA FERREIRA

MICHAEL R. JONES

STEPHEN MCKENNA

SCOTT G. ROBBINS

MICHAEL SILVESTRI

GEOFFREY W. STANLEY

JAMES TOLER

CHRISTOPHER VAZ

WILLIAM M. WALKER

BRENT WARISH

DAVID J. WELCH

Moved:		Second:		Vote:	
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Motion: Vote to ratify the reappointment of the following **Reserve Officer** to be effective 7/1/2020 through 6/30/2022, due to the COVID-19 pandemic and their consequent “holdover” status for all of fiscal year 2021, and ratify officer’s name, originally voted as “Gilbert Lima, Sr.” to “Gilbert P. Lima, Jr.”

Moved:		Second:		Vote:	
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Motion: Vote to ratify Anna Deignan’s appointment to the **IT Committee** on 7/12/2021 to a reappointment, effective 7/1/2020-6/30/2022.

(The Town Clerk brought it to our attention that Ms. Deignan was already a member of the “IT/Computer Committee”, so her appointment would be a “reappointment”.)

Moved:		Second:		Vote:	
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7/26/21

NEW BUSINESS:

Action Item#14: Vote to Accept Planning Board's Notification of a Vacancy on their Board

Background: On July 6th the Board of Selectmen voted to approve the resignation of Tish Vadnais from the Planning Board. According to the General Bylaws, the Planning Board has 30 days to notify the Selectmen of the vacancy. The BOS office received the notification on 7/22/21. Both Boards will now have to meet at the following BOS meeting to review any Talent Bank forms that have been submitted to fill the vacancy.

Motion: To accept the notification from the Planning Board and to include on the Board of Selectmen's Agenda for August 2nd a discussion with the Planning Board to review applicants.

Moved:		Second:		Vote:	
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Discussion:

PLANNING BOARD
148 Peck Street
Rehoboth, MA 02769

(508) 252-6891 Telephone
(508) 252-5342 Facsimile



Christopher Cooper, Chairman
William Costa, Sr., Vice-Chairman
Edward Bertozzi
Tomas Ennis
Jake Kramer
Patrick Landry
Lynne Ferreira Assc. Member

MEMORANDUM

To: Debbie Arruda, Interim Town Administrator
From: Daniel Roach, Town Planner
Date: July 22, 2021
Re: Planning Board Vacancy



Please consider this notification to the Board of Selectmen of a vacancy on the Planning Board. This notification meets the requirement of sending notification within one month of the vacancy. The Planning Board plans on attending your August 2nd meeting to discuss filling the vacancy.

Thank you.

Daniel Roach

/26/21

NEW BUSINESS:

Action Item#15: Vote to Approve Warrant for Robert E. Johnson, Constable, Dog Officer, Police Officer of the Town of Rehoboth

Background: Per M.G.L. Chapter 140 section 151A, The Animal Control Officer is given approval to proceed with seeking out, catch and confine all dogs within the Town not duly licensed, collared or harnessed, and tagged. This approval is necessary since the Town Clerk has over 200 unregistered dogs in town. As of August 1st, the Animal Control Officer will be contacting the dog owners of all unregistered dogs and/or picking up the dogs. Owners will have to contact the Town Clerk's office to pay all overdue fines and proof of vaccinations will be needed as well.

Motion: To approve the Warrant for Robert E. Johnson, Constable, Dog Officer, Police Officer of the Town of Rehoboth and to allow the Chairman to sign the Warrant.

Moved:		Second:		Vote:	
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Discussion:



THE COMMONWEALTH OF MASSACHUSETTS

Warrant to Police Officer
Constable and/or Dog Officer

BRISTOL, S.S.

To: Robert E. Johnson, Constable, Dog Officer,
Police Officer of the Town of Rehoboth

In the name of the Commonwealth of Massachusetts, you are hereby required to proceed forthwith to seek out, catch and confine all dogs within said Town not duly licensed, collared or harnessed, and tagged, according to the provisions of Chapter one hundred and forty of Massachusetts General Laws, and you are further required to make and enter complaint against the owner or keeper of every such dog, and to kill or cause to be killed by methods of execution other than gunshot except in case of emergency, T-61, so-called, an euthanasia solution not under the control of the Federal Drug Enforcement Administration, unless by a veterinarian, succinylcholine chloride, any drugs that have a coraciiform-like action, electrocution, or any other method which causes an unnecessarily cruel death each dog which after being detained for a period of ten days, shall not then have been duly licensed, collared or harnessed, and tagged, except that any male or any spayed female dog not found to be diseased may be made available for adoption for not less than three dollars, and you shall keep an account of any such adoption and forthwith pay over the money to the Town Treasurer. Before delivery of any dog so adopted you shall require the purchaser to show identification and to register and procure a license and tag for such dog from the Town Clerk of the Town where the dog is to be kept, in accordance with the provisions of section one hundred and thirty-seven of said chapter one hundred and forty of the General Laws.

Hereof fail not, and make due return of this warrant with your doings therein on or before the first day of October next, on or before the first day of January next, and on or before the first of April next, and at the expiration of your term of office, stating the number of dogs caught, confined and/or killed, or adopted, and the name of the owners or keepers thereof, and whether all unlicensed dogs in said town have been caught, confined and/or killed, or adopted, and the names of persons against whom complaints have been made under the provisions of said chapter one hundred and forty, and whether complaints have been made and entered against all the persons who have failed to comply with the provisions of said chapter one hundred and forty.

Given under by hand and seal at Rehoboth, Massachusetts, aforesaid, the 26th day of July 2021.

Frederick E. Vadnais, Jr., Chairman
REHOBOTH BOARD OF SELECTMEN

Part I ADMINISTRATION OF THE
GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD
ORDER

Chapter LICENSES

140

Section ISSUANCE OF WARRANT TO
OFFICERS; DUTIES;
151A CONFINEMENT OF DOGS;
ALLOWANCE FOR CARE;
RECORDS

Section 151A. (a) The mayor or board of selectmen, as the case may be, shall annually issue a warrant to the animal control officer directing the officer to seek out, catch and confine all dogs within the city or town which are not licensed, collared or harnessed, or tagged, as required by this chapter, and to enter and prosecute a complaint for failure to comply with this chapter against the owners or keepers of such dogs, if known, and to euthanize or cause to be euthanized only by the administration of barbiturates in a manner deemed acceptable by the American Veterinary Medical Association Guidelines on Euthanasia, or by gunshot in case of emergency, each such dog not licensed, collared or harnessed, or tagged after being detained by or for the officer for a period of 7 days; provided, however, that after 7 days, the animal control officer may make available for adoption any dog found free of disease for a sum of not less than \$3 to be determined by the city or town and shall keep an account of all moneys received by the officer for the adoption and shall immediately pay over the moneys to the treasurer who shall forward it to the city or town. Before delivery of a dog so adopted, the animal control officer shall require the purchaser to show identification and to procure a license and tag for the dog from the clerk of the city or town wherein the dog is to be kept. Dogs detained under this section shall be confined in a place suitable for the detention and care of dogs and kept in a sanitary condition, or they may be placed in the care of the holder of a kennel license or of a domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse. The commissioner from time to time shall cause such places wherein animals are detained under this section to be inspected and shall make necessary orders in relation thereto. An animal control officer having custody of a detained dog or cat

shall be allowed a sum determined by the city or town per day for the care of the dog or cat, payable by the owner or keeper, if known, otherwise by the city or town.

(b) Each animal control officer shall make, keep and maintain systems of records or forms which fully and correctly disclose the following information concerning each animal in the officer's custody: (1) the date and location of apprehension; (2) a description of the animal; (3) the place of detainment; (4) if tagged, the name and address of the owner of the animal; (5) the name and address of a new owner, if any, including the date of sale or transfer of the animal; (6) if the animal is euthanized, the method and date of such euthanization and the name of the person who euthanized the animal; and (7) the date, location and description of an animal euthanized by gunshot in case of emergency, the disposition of the animal remains and a description of the situation requiring the gunshot.

Each animal control officer shall forward a copy of the record to the town or city clerk within 30 days. Copies of the record shall be kept for 2 years in the office of the city or town clerk wherein such animal control officer is employed.

7/26/21

Department Head Reports:

Selectmen's Reports:

Vadnais:

Deignan:

Perry:

Muri:

Solas: