

**Agreement
by and between the
Town of Orange
And
Howard S. Dono & Associates, Inc.**

This Agreement made as of the 7th day of February, 2024 by and between the **Town of Orange**, Massachusetts (hereinafter the **TOWN**) , with a principal office address of 6 Prospect Street, Orange, MA 01364 and Howard S. Dono & Associates, Inc., (hereinafter the **CONTRACTOR**), with a principal office address of 217 West Boylston Street, West Boylston, MA 01583.

Witnesseth That:

Whereas, the Town is desirous of having the following services performed (or goods provided):

Whereas, the Contractor is willing to perform the services (or provide the goods) in the timely achievement of the Town's objectives.

Now, therefore in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

- 1. Engagement of CONTRACTOR:** The **TOWN** hereby engages the **CONTRACTOR** to perform the services (or provide the goods) set forth herein and the **CONTRACTOR** hereby accepts the engagement.
- 2. Scope of Services:** The **CONTRACTOR** shall perform the services as detailed in **Attachment A**, **in a professional manner**. (or provide the goods as provided in Attachment A).
- 3. Responsibility of the TOWN:** The **TOWN** shall assume responsibility for assisting the **CONTRACTOR** insofar as possible for the purposes of efficiency by furnishing the **CONTRACTOR** with information needed to satisfactorily complete the services. Information, reports, and research already collected by the **TOWN** will be made available to the **CONTRACTOR**, if any, but shall remain the property of the **TOWN**.
 - 3.1** The **TOWN** shall designate the Town's Administrator as project representative authorized to act in its behalf with respect to the project. Telephone: 978-544-1100 extension 103; Email: Townadministrator@townoforange.org.
- 4. Reporting:** The **CONTRACTOR** shall submit to the **TOWN** written reports on the status of the professional services provided (or goods supplied) as described in **Scope of Services**, or at other times as required by an information request from the Town.
- 5. Subcontracts:** No subcontracts may be awarded by the **CONTRACTOR** the purpose of which is to fulfill in whole or in part the services (or goods) required of the **CONTRACTOR**, without prior written approval of the **TOWN**.

6. Time of Performance: The services of the **CONTRACTOR** are to commence on or about February 10, 2024, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by April 10, 2024.

7. COMPENSATION: The **TOWN** will pay the **CONTRACTOR** a total fee in the amount not to exceed \$850.00 per property for a total of \$27,200 for 32 properties including direct reimbursable expenses, based on the approved budget at **Attachment B** and invoices submitted in the approved form and according to the following schedule:

7.1 Invoices to be submitted with monthly reports as follows:

7.2 Payment to the **CONTRACTOR** shall be made within 30 days of receipt of an invoice, provided the invoice is in an acceptable form; the work has been satisfactorily completed (or goods satisfactorily provided) and any deliverables provided.

8. General Provisions:

8.1 Retention of Records: The **CONTRACTOR** shall maintain in accordance with Massachusetts State Law procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this **Agreement**, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The **CONTRACTOR** shall maintain such records for a period of seven (7) years from the date of expiration of this **Agreement**, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 Access to Records: The **CONTRACTOR** shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this **Agreement**, available at all reasonable times for inspection, review, and audit by the **TOWN**, its authorized representatives, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the **CONTRACTOR** which pertain to the performance of the provisions and requirements of this **Agreement** as provided by Executive Order 195.

8.3 Termination: The **TOWN** may terminate this **Agreement** without cause upon sixty (60) days written notice to the **CONTRACTOR**. In case of termination, all finished and unfinished documents shall become the property of the **TOWN**. Reasonable efforts to resolve differences will be made.

8.3.1 In the event of termination, the **CONTRACTOR** will receive contractor payments for satisfactory services provided (or goods delivered) to the date of termination.

8.4 Amendments: This **Agreement** may be amended provided such amendment is in writing by the signatories hereto.

8.5 NONDISCRIMINATION: The **CONTRACTOR** shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, gender identity, or sexual orientation or any other protected categories under the law. The **CONTRACTOR** shall take affirmative action to insure that applicants for employment are employed, and employees are treated during employment, without regard to race, color, religious creed, national origin, gender, gender identity, age, ancestry, handicap, veteran's status, sexual orientation or any other protected categories under the law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The **CONTRACTOR** shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, gender, gender identity, age, ancestry, handicap, veteran's status, sexual orientation or any other protected categories under the law.

8.6 Procurement Standards: The **CONTRACTOR** shall adhere to the requirements set forth in the Procurement Laws of the Commonwealth and any regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the **CONTRACTOR** takes affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The **CONTRACTOR** shall maintain records sufficient to detail the process of procurement.

8.7 Labor Standards: Where applicable, the **CONTRACTOR** shall adhere to the provisions of section 110 of the Act, and M.G.L. Chapter 149 Sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984

8.8 Conflict of Interest: Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

8.9 Compliance with the Law

8.9.1. The Contractor shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government, provided however, the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances on the subject.

8.9.2. Prospective bidders are advised that wages paid in connection with this work are subject to Massachusetts General Laws, Chapter 149, Section 27F.

9. Availability of Funds: The compensation provided by this **Agreement** is subject to the continued availability of funds for the services provided (or goods provided.)

10. Indemnification: The **CONTRACTOR** shall indemnify, defend and hold the **TOWN** harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of any and all activities of the **CONTRACTOR** related to this contract including but not limited to breach of this **Agreement**, the negligence or misconduct of the **CONTRACTOR**, or the **CONTRACTOR**'s agents or employees.

11. Licenses: The **CONTRACTOR** shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, as required by federal, state, or local laws or regulations, and shall comply with the provisions of the law with respect to any bonding or other insurance requirements.

12. Confidentiality: The **CONTRACTOR** shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C.66, section 10, regarding access to public records.

13. Copyright: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of the Town.

14. Closeout: The **CONTRACTOR** shall follow such policies and procedures with respect to closeout of this Agreement as required by the Town.

15. Certifications: The Certificate of Tax Compliance, Certificate of Non-Collusion, form EO 481, and Certification of Drug-Free Workplace must be completed and submitted as part of this contract.

16. Contract Documents

This following documents make up the entire Agreement of the Parties:

1. This Agreement or Contract
2. Town RFP, if any.
3. Successful Proposers Response to the RFP, if any.
4. Any Addendum listed herein, if any.
5. Attachments to this Agreement, if any.

17. Insurance:

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 10 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to the Town and, before commencement of work hereunder, the Contractor agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE LIMITS OF LIABILITY

| | |
|--|--|
| Workers' Compensation | Statutory |
| Employers' Liability | \$500,000 |
| Bodily Injury Liability (except automobile) | \$1,000,000 each occurrence \$2,000,000 aggregate |
| Property Damage Liability (except automobile) | \$1,000,000 each occurrence \$2,000,000 aggregate |
| Automobile Bodily Injury Liability | \$1,000,000 each person \$2,000,000 each occurrence |
| Automobile Property Damage Liability | \$1,000,000 each occurrence |
| Excess Umbrella Liability | \$1,000,000 each occurrence |

The Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

18. Compliance with Laws: The **CONTRACTOR** shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government, provided however, that any General Specifications shall govern the obligations of the **CONTRACTOR** where there exists conflicting ordinances on the subject.

19. Rights and Remedies: The Town's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

20. Modification, Waiver or Change: No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto

21. Assignment: The Town and CONTRACTOR recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

22. Successors and Assign: The Town and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

23. Entire Understanding: This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

24. Severability: In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

25. Jurisdiction: This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only in the Courts of the Commonwealth in Franklin County.

26. Debarment: The contractor hereby certifies that they are not on the list of debarred contractors maintained by the Commonwealth of Massachusetts.

27. Registration of Foreign Corporation: The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.

28. Drug Free Workplace: The contractor by their signature certifies that it has a drug free

workplace and policy.

29. Attachments: The following are attached hereto and are an integral part of this contract:

Attachment A - Scope of Services

Attachment B - Project Budget & Method of Compensation

Attachment C – Certifications

Attachment D - Insurance Documents provided by the Company

Attachment E – Company's Drug Free Policy

30. OWNERSHIP OF DOCUMENTS: The parties agree that all documents created for the project by the Contractor shall belong to the Owner.

31. STATUTORY COMPLIANCE:

31.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

General Laws Chapter 149, section 44A et. seq. - Public Buidings Contracts

General Laws Chapter 25A - Division of Energy Resources

31.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

31.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

31.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town and its duly appointed agents against any claim or liability arising from or based on any violation whether by humor its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

32. No Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any entity not a Party hereto.

33. No Waiver: Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

34. No Personal Liability: No officer or employee of a Party shall be charged personally or held contractually liable under any term or provision of this Agreement or because of any breach thereof or because of the execution or attempted execution of this Agreement.

35. Authority: Each Party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the Party.

36. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

In Witness Thereof, the TOWN and the CONTRACTOR have executed this Agreement under seal in triplicate as of the date above written.

For the TOWN:

By: Chair, Town Selectmen
Title: Board of Selectmen

Date: 2-14-2024

The CONTRACTOR:

By: Howard S. Dorn, MRA, IFAS, ASA
Title: President / CEO
Address: Howard S. Dorn & Associates, Inc.
217 West Boylston Street
West Boylston, MA 01563
Date: 2/7/2024

**Attachment A
Scope of Services
Attachment A**

**Budget or
Costs
Attachment B**

**Attachment C
CERTIFICATIONS**

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals



Signature

02/7/2024

Date

Howard S. Dono, MRA, IFAS, ASA

President / CEO

Typed name

Howard S. Dono + Associates, Inc.

Title

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,

Howard S. Dono, MRA, IFAS, ASA

Name of individual

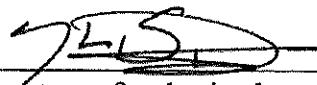
authorized signatory for

Howard S. Dono + Associates, Inc.

Name of Contractor

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Towns of Ashfield or Buckland and is current with all local, state, and federal taxes and assessments, including child support payments.

Contractor By:



Signature of authorized representative

President / CEO

Title

02/7/2024

Date

ATTACHMENT E
E.O.481 FORM

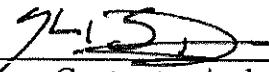
| | |
|--|--|
| <p style="text-align: center;">COMMONWEALTH OF MASSACHUSETTS EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS</p> <p>CONTRACTOR LEGAL NAME: Community Action of the Franklin, Hampshire, and North Quabbin Regions, Inc.</p> <p>CONTRACTOR VENDOR/CUSTOMER CODE: 043-384972</p> | <p>Issued March 2007</p>  |
|--|--|

INSTRUCTIONS:

Executive Order 481 applies to 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. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.



Contractor Authorizing Signature

Date: 2/7/2024

Howard S. Dano, MRA, IFAS, ASA

Print Name

Title: President/CEO

Telephone: (508) 852-1588

Fax: (508) 852-1376

Email: hsd@howardsdano.com

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

ATTACHMENT F
CONTRACTOR'S INSURANCE BINDERS

ATTACHMENT G

Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement and;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
 - (a) 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;
 - (b) Requiring such 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: DLIS _____
Date: 2/7/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|---|--|---|--|-----------------------------|
| PRODUCER | | CONTACT NAME: Chris Rose PHONE (A/C, No, Ext): 508-756-5159 E-MAIL: crose@herlihygroup.com | | FAX (A/C, No): 508-751-5747 |
| Herlihy Insurance Group 51 Pullman Street Worcester MA 01606 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: Arbella Mutual Insurance Company | | |
| | | INSURER B: Convex Insurance UK Limited | | |
| | | INSURER C: | | |
| | | INSURER D: | | |
| | | INSURER E: | | |
| | | INSURER F: | | |
| INSURED | | HOWASDO-01 | | |
| Howard S Dono & Associates, Inc. 217 W Boylston Street West Boylston MA 01583 | | | | |

COVERAGES

CERTIFICATE NUMBER: 1661811721

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | | ADDL SUB INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|---|---|---|---------------|----------------------------|----------------------------|---|---------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | <input checked="" type="checkbox"/> Y | 7520069662 07 | 1/15/2024 | 1/15/2025 | EACH OCCURRENCE | \$ 1,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE | <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (ea occurrence) | \$ 1,000,000 | |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 | |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | |
| | | | | | | | | \$ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | |
| | <input checked="" type="checkbox"/> X | <input type="checkbox"/> PRO- JECT | <input type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | 1020092495 | 1/15/2024 | 1/15/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input checked="" type="checkbox"/> X | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | \$ | |
| | <input checked="" type="checkbox"/> X | <input type="checkbox"/> HIRED AUTOS ONLY | <input checked="" type="checkbox"/> X | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> X | OCCUR | 4620090075 | 1/15/2024 | 1/15/2025 | EACH OCCURRENCE | \$ 1,000,000 | |
| | <input type="checkbox"/> EXCESS LIAB | | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE | \$ 1,000,000 | |
| | <input type="checkbox"/> DEO | <input checked="" type="checkbox"/> X | RETENTION \$ 10,000 | | | | | \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | <input checked="" type="checkbox"/> Y / N | 4220070278 | 1/15/2024 | 1/15/2025 | <input checked="" type="checkbox"/> X PER STATUTE | OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | <input type="checkbox"/> N | | | | E.L. EACH ACCIDENT | \$ 500,000 | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 | |
| B | Professional Liability | | | MPL000385 | 1/15/2024 | 1/15/2025 | Each Claim Policy Aggregate Deductible | 1,000,000 2,000,000 5,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to all policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|-----------------------------|--|
| Town of Orange Orange MA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>James P. Herlihy, Jr.</i> |