



**CITY OF SOMERVILLE  
BOARD OF ALDERMEN**  
93 HIGHLAND AVENUE  
SOMERVILLE, MA 02143  
(617) 625-6600

2015 AUG 20 P 12:57

CITY CLERK'S OFFICE  
SOMERVILLE, MA

**APPLICATION TO RENEW DRAIN LAYER LICENSE**

**APCON INC.**  
4830 RT. 28  
COTUIT, MA 02635

License #: 1029

Fee: 250.00

Account ID: 806

Reference #: 1029

Review and update the information below. If you have workers compensation insurance, attach proof showing the insurer and policy number. Then sign the Acknowledgment and return this form with your fee to the City Clerk's Office.

INFORMATION ON FILE:	CHANGES: (Note below or explain on a separate sheet)
Business/DBA Name: For <b>APCON INC.</b> Business Location: <b>OUT OF AREA</b> Business Phone: <b>508-420-9200</b>	
License Holder: <b>APCON INC.</b> <b>4830 RT. 28</b> <b>COTUIT, MA 02635</b> <b>508-420-9200</b>	
Mailing Address: <b>APCON INC.</b> <b>COTUIT, MA 02635</b>	
Business Type: <b>CORPORATION (INC. LLC)</b> <b>PRESIDENT - MICHAEL SANTOS</b> <b>SECRETARY - MICHAEL SANTOS</b>	
FID: <b>010587959</b>	
Food Manager/Emergency Contact: <b>MICHAEL SANTOS</b> <b>508-326-8366</b>	

Conditions: (to change any conditions, submit a new application. Contact the City Clerk's Office for more information)

Hours: **NOT APPLICABLE**

Description of Location and/or Other Conditions:

I hereby certify under the penalties of perjury that the following is true:

- All information shown above is true and accurate.
- Any changes above are subject to the approval of the BOARD OF ALDERMEN.
- I have filed all State tax returns and paid all State taxes required by law for this business.

Signature: Michael A Santos Date 8/19/15

Print Name: Michael A Santos Phone 508-326-8366

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
600 Washington Street  
Boston, Mass. 02111

Workers' Compensation Insurance Affidavit - General Businesses

Applicant information:

Name: Apcon, Inc  
Address: 4830 RT 28  
City: Cotuit, MA State: MA Zip: 02655 Phone #: 508-420-9200

- I am an employer with 6 employees (full and/or part time). Business Type:  Retail  
 I am a sole proprietor or partnership and have no employees.  Restaurant/Bar/Eating Establishment  
 We are a corporation that has exercised our right of exemption per c152 s1(4), and have no employees.  Office and/or Sales (real estate, auto, etc.)  
 We are a nonprofit organization staffed by volunteers and have no employees.  Nonprofit  
 Entertainment  
 Manufacturing  
 Health Care  
 Other Construction

Workers' compensation insurance information (if applicable):

Insurance Company Name: Atlantic Charter  
Address: 25 New Chardon St  
City: South Boston State: MA Zip: 02114 Phone #:  
Policy #: WCV00892105 Expiration Date: 5/14/16

Applicant certification:

Failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one years' imprisonment as well as civil penalties in the form of a STOP WORK ORDER and a fine of \$100.00 a day against me. I understand that a copy of this statement may be forwarded to the Office of Investigations of the DIA for coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Michael A. Santos Date: 8/20/15  
Print Name: Michael A. Santos

Official use only. Do not write in this area. To be completed by city or town official.

City or Town: \_\_\_\_\_ Permit/License #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Board of Health  
 Building Department  
 City/Town Clerk  
 Licensing Board  
 Selectmen's Office  
 Other \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Drainlayer City of Somerville

bond with bond number 62501728

for Apcon Inc  
as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 20th day of August,  
2015.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 20th day of August, 2015, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.

SEAL S. PETRIK NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires August 11, 2016

S. Petrik  
Notary Public

**Drain-Layer's Bond**

Bond # 62501728

Effective Date: August 20th, 2015

*Know all Men by these Presents,* Apcon Inc

That we, (name, address and phone) 4830 Route 28, Cotuit, MA 02635

in the Commonwealth of Massachusetts, as Principal, and (name) \_\_\_\_\_

WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto the City of Somerville, a municipal corporation within said Commonwealth, in the sum of Ten Thousand Dollars, to be paid to the said City, its successors or assigns, for which payment to be well and truly made, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal has this day been granted a license as a drain-layer by the Board of Aldermen of said City, according to the provisions of a certain ordinance of said City relating to sewers, and whereas a bond is required to be given by him as such drain-layer, according to the following provisions of said ordinance, to wit: Every person licensed as provided in the preceding section shall, before performing any work authorized thereby, execute an agreement or bond, in the sum of Ten Thousand Dollars, with one or more sureties, satisfactory to the Board of Aldermen, that he will properly make the openings into all common sewers opened by him; that he will construct or repair the drains to be connected by him with the common sewers or with other drains in a thorough and workmanlike manner; that he will leave no material or obstruction of any description in the sewer which he may open, or in any drain leading into any sewer; that he will properly close up the excavation, and restore the earth and pavement taken up, and regrade and repave the street, and put it in good and proper condition, and remove all superfluous material, all to the satisfaction of the street commissioner; and if he fail so to do, or if at any time within one year from the date of the completion of any drain the surface of the street shall settle or otherwise become unsafe for public travel, then the street commissioner shall repave and regrade the street at the expense of the said drain-layer, and within five days thereafter deliver a bill of the same to the city auditor for collection, and said drain-layer shall immediately pay the same, and he shall not be entitled to receive another permit until the said bill and all other bills of expense incurred by the City on account of his negligence or default shall be paid in full; also, that he will cause a sufficient fence to be placed so as to enclose the excavation and the earth, stone and other material which may be put into the street, and that he will maintain such fence during the whole time such excavation, earth or other material may obstruct the street, and will cause a sufficient number of lighted lanterns to be maintained in suitable places over such excavation, earth, material, and fence, from the beginning of twilight every evening and through every night during the time such obstruction in the street may exist; and, further that he will comply with the ordinances which may be at any time in force in relation to sewers, drains and streets, and with such orders and regulations as the Board of Aldermen have adopted, or may from time to time adopt, for the government of persons licensed to construct or repair private drains, or open or dig in the street for that purpose; and that he will indemnify and save harmless the City from all damages, costs and expenses which it may incur or sustain, by reason of any and all injuries resulting to anyone in person or property, from the neglect or carelessness of himself or his servants in opening, closing, making or repairing any sewer or drain, in performing work connected therewith, or in properly fencing, or in lighting by night, any excavation or obstruction caused or made by him or his servants, or which the City may incur or sustain in any other manner by reason of the excavation or construction of any sewer or drain by him or his servants or agents, or any work or acts performed or done by him or them connected therewith.

Now, therefore, the condition of this obligation is such that if the said Principal shall well and truly perform each and all of the provisions and terms of said ordinance above set forth and on his part to be performed, then this obligation shall be void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set our hands and seals this 20th day of August, 2015, in the presence of:

For the Principal (Affix Seal and Attach Certificate of Corporate Authority):

Signature \_\_\_\_\_ Witness \_\_\_\_\_

For the Surety (Affix Seal and Attach Power of Attorney):

WESTERN SURETY COMPANY

Signature Paul T. Bruflat \_\_\_\_\_ Witness J. Nelson \_\_\_\_\_

Paul T. Bruflat, Senior Vice President

