



CITY OF SOMERVILLE
Commonwealth of Massachusetts
93 Highland Avenue
Somerville, MA 02143
(617) 625-6600

2016 FEB 25 A 11: 27

Application to Renew Drain Layer License

APCON INC.
4830 RT. 28
COTUIT MA 02635

License #: BL15-001029
File #: 15-806
Fee: 275

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: APCON INC. Business Location: 0 OUT OF AREA Business Phone: 508-420-9200	
License Holder: APCON INC. 4830 RT. 28 COTUIT MA 02635	
Mailing Address: APCON INC. 4830 RT. 28 COTUIT MA 02635	
Business Type: Corporation MICHAEL SANTOS MICHAEL SANTOS MICHAEL SANTOS	
FID: 010587959	
Emergency Contact: MICHAEL SANTOS Phone: 508-326-8366	

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

As you are aware, a drainlayer's license entitles an individual to make application for a permit to lay pipe and install appurtenances, with the proper approvals, in City Right-of-Ways, for the purpose of conveying sanitary waste water, surface and subsurface runoff, potable water, and to undertake other permitted and approved work within the limits of public ways and easements or which might have impact on systems that affect the public health & safety and the integrity of the City's Infrastructure.

The City of Somerville, through the DPW Engineering Department, is hereby issuing to each licensed drainlayer a new Permit Manual that explains and defines the City's standards for work in and around the City's Infrastructure. A digital copy of this manual can be found, and printed for your records, at <http://www.somervillema.gov/departments/dpw/engineering>. Each licensed Drainlayer shall be required to adhere to the rules and regulations set forth in this manual or risk losing his license as a Drainlayer in the City. **In addition, all utility work performed will require "as built" drawings (with ties) of the work, must be submitted to the Engineering Department within a week of its completion. No further permits will be issued until all "as-built" plans have been received and accepted by the Engineering Office.**

By accepting these conditions, you acknowledge receipt of this manual and agree to adhere to the rules and

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



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.


S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

S. Petrik
Notary Public

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

Workers' Compensation Insurance Affidavit - General Business

Applicant information:

Name: Michael Santos

Address: 4830 Rt. 28

City: Cotuit

State: MA

Zip: 02503 Phone #: 508-420-9200

- ☐ I am an employer with _____ employees (full and/or part time).
☐ I am a sole proprietor or partnership and have no employees.
☐ We are a corporation that has exercised our right of exemption per c152 s1(4), and have no employees.
☐ We are a nonprofit organization staffed by volunteers and have no employees.

Business Type:

- ☐ Retail
☐ Restaurant/Bar/Eating Establishment
☐ Office and/or Sales (real estate, auto, etc.)
☐ Nonprofit
☐ Entertainment
☐ Manufacturing
☐ Health Care
☐ Other _____

Workers' compensation insurance information (if applicable):

Insurance Company Name: Atlantic Charter Insurance Company

Address: 25 New Chardon St.

City: Boston

State: MA

Zip: 02114 Phone #: 617-488-0500

Policy #: WCV00892105

Expiration Date: 05/14/2010

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: _____

Date: 02/22/10

Print Name: Michael 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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2015

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 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 THE INSURANCE AGENCY OF CAPE CODE INC. P.O. BOX 960 EAST SANDWICH MA 02537		CONTACT NAME: Ellysia Moreis PHONE (A/C, No, Ext): (508) 888-2766 E-MAIL ADDRESS: ellysia@insuranceofcapecod.com FAX (A/C, No):	
INSURED APCON INC 4830 ROUTE 28 COTUIT MA 02635		INSURER(S) AFFORDING COVERAGE INSURER A: ATLANTIC CHARTER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 44326	

COVERAGES

CERTIFICATE NUMBER: 3509

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N/A	N/A	N/A	WCV00892105	05/14/2015 05/14/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

Braintree Property Associates South Shore Plaza
250 Granite Street

Braintree

MA 02184

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

Daniel M. Crowley
Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

© 1988-2014 ACORD CORPORATION. All rights reserved.