



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

Transfer of Appropriations Request Form

Date requested: 6/8/23

Pursuant to MGL Chapter 44, § 33B, please transfer the amount requested below.*

Requested by: Melissa Noe

Name and account # to transfer from: FD Uniforms 01-220-5582.000000-4

Name and account # to transfer to: FD OTHER 01-220-5580-000000-4

Amount to be transferred: \$258.47

Additional Information: to cover supplies purchased for the FD

Select Board

Date

Finance Committee

Date

[Signature]
[Signature]
Frank Abbott

6/13/23
6/13/23
6/13/23

Frank Abbott
[Signature]

6/13/2023
6/13/2023

* A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

To: Monterey Finance Committee

Re: Request for Transfer of Funds from Town Reserve Fund

Date: 6/12/23

Pursuant to MGL Chapter 40, § 6, please transfer from the Town Reserve Fund the amount requested below.

Act # 23-650-231009-0
Account Name and Number: Community Center 53 E 1/2 Rev. Fund

Original Appropriation: \$11,349

Present Balance: Avail - \$335.87 Pending \$381.74 Over
- 45.87

Amount Requested: \$45.87

Reason for Request (must be completed): We are under budget due to the
heat costing more than was projected, as NEXOMP by

Requested by:

Mary T. Makuc
Name

Mont. Comm Ctr. Coordinator
Title

2009
and 60B
prop
large
increase

Finance Committee Signatures/Vote:

Frank Abbott (Yes) / No [Signature] (Yes) / No

Yes / No Date: _____

APPROVED

NOT APPROVED (circle one)

AMOUNT APPROVED FOR: \$ \$45.87



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

Transfer of Appropriations Request Form

Date requested: 6/7/23

Pursuant to MGL Chapter 44, § 33B, please transfer the amount requested below.*

Requested by: Melissa Noe

Name and account # to transfer from: SNOW + ICE / salt & Sand
01-423-5535-000000-2

Name and account # to transfer to: SNOW & ICE OT
01-423-5130

Amount to be transferred: \$10,281.71

Additional Information: to cover snow + ice Overtime
Overage

Select Board	Date	Finance Committee	Date
	<u>6/13/23</u>	<u>Frank Abbott</u>	<u>6-13-2023</u>
	<u>6/13/23</u>	<u>Steve M...</u>	<u>6-13-2023</u>
<u>Frank Abbott</u>	<u>6/13/23</u>	_____	_____

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TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

Transfer of Appropriations Request Form

Date requested: 6/13/23

Pursuant to MGL Chapter 44, § 33B, please transfer the amount requested below.*

Requested by: Matt Enock, TAX COLLECTOR

Name and account # to transfer from: 01-146-5385-000000-2

*Collector
Software*

Name and account # to transfer to: 01-146-5580-000000-1

*Collector other
expenses*

Amount to be transferred: \$ 200.00

Additional Information: due to software upgrade in process
software was under budget - need tone
and office supplies

Select Board	Date	Finance Committee	Date
	6/13/23	Fred Abbott	6/13/2023
	6/13/2023		6/13/2023
Fred Abbott	6/13/2023		

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The Commonwealth of Massachusetts

Certificate of Town Clerk

Only one Certificate is needed to cover all notes issued on the same date for the same purpose. The Town Clerk will furnish below an exact copy of the vote authorizing the loan, as appearing in the Clerk's records, showing how the vote was passed including a copy of the article in the warrant upon which the vote was based. The completed certificate is to be signed by the Clerk and given to the Treasurer, who must transmit the same, with the note or notes, to the Director of Accounts, Department of Revenue, Boston. General Laws Chapter 44, Sections 23-27.

Copy of Vote Authorizing Loan

*(Attach a certified copy of the vote and warrant article
for each authorization included in this borrowing.)*

Please upload the copy of vote to Gateway.



Seal

I CERTIFY that this is a true copy of the Town Treasurer's Record of the issue of notes and a true copy of the vote passed at a meeting of the voters of the Town of Monterey, duly warned as required by law, which authorized borrowing as stated, as appears on the records of the town; that said vote is in full force and effect and has not been repealed or modified in any way by subsequent vote of the town. I FURTHER CERTIFY that the person whose signature appears on the note as treasurer of the Town of Monterey was the duly authorized treasurer on the date when said signature was made; and that the persons whose signatures appear upon the note as those of a majority of the select board were duly qualified officials on the date when such signatures were made. I ALSO CERTIFY that the copy of the warrant article is a true copy of the same; that it was duly served and certified by the constable as required by the General Laws and by-laws or vote of the town or both.

Date

06/13/2023

Christy T. Adams

Town Clerk

(Revised: December 2003)

Town of Monterey
Massachusetts

\$160,000.00

Bond Anticipation Note
Departmental Equipment - Truck

Dated: June 20, 2023

Due: November 2, 2023

Certificate and Covenant as to Tax-exempt Status of Notes


We, the Treasurer and Select Board of the Town of Monterey, Massachusetts (the "Issuer"), certify and covenant on behalf of the Issuer as follows in connection with the issuance of its Notes described above and the exclusion of interest thereon from gross income for federal income tax purposes under the Internal Revenue Code of 1986 as amended (the "Code"):

1. The Issuer will take all lawful action necessary to comply with requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest on the Notes be or continue to be excluded from gross income for federal income tax purposes.

2. The Notes are hereby designated as "qualified tax-exempt obligations" for the purposes of Section 265(b) of the Code. We certify that the reasonably anticipated amount of tax-exempt obligations, including the Notes, that will be issued by the Issuer and all subordinate entities during the current calendar will not exceed \$10,000,000.

Dated: June 20, 2023

I, the undersigned Treasurer hereby certify that, as required by the Code, I have this day filed Form 8038G, a copy of which is attached, with the Internal Revenue Service.



Treasurer



Select Board

Town of Monterey
Massachusetts

\$160,000.00

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Departmental Equipment - Truck

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1. The Issuer will take all lawful action necessary to comply with requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest on the Notes be or continue to be excluded from gross income for federal income tax purposes.

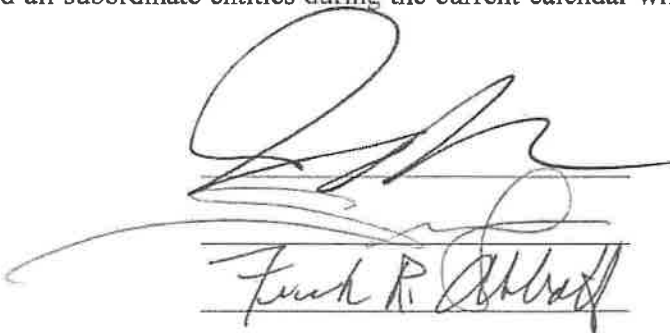
2. The Notes are hereby designated as "qualified tax-exempt obligations" for the purposes of Section 265(b) of the Code. We certify that the reasonably anticipated amount of tax-exempt obligations, including the Notes, that will be issued by the Issuer and all subordinate entities during the current calendar will not exceed \$10,000,000.

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Massachusetts

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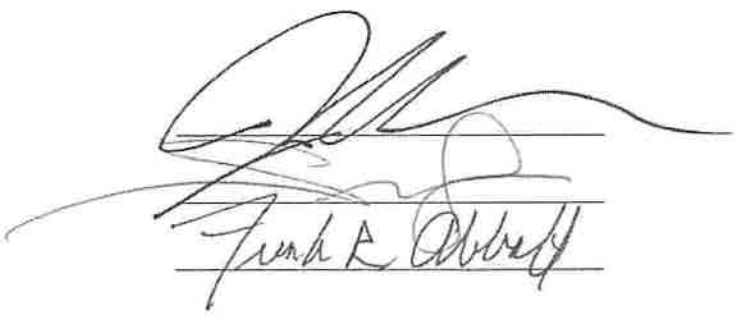
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Dated: June 20, 2023

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Treasurer



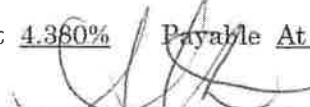
Select Board

The Commonwealth of Massachusetts Certificate of Town Clerk

Note Number(s): 182-1


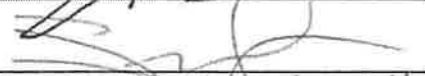

Town Treasurer's Record

Town of Monterey

1. Date of Town Meeting Authorizing Loan May 7, 2022
2. Purpose of Loan BAN - Departmental Equipment - Truck
Note: Attach a Municipal Purpose Loan Form for lines 1 to 7 for all multiple purpose loans.
3. Total Amount of Loan Authorized \$160,000.00
4. Amount of Previous New Issues of this Loan \$0.00
5. Paydowns on this Issue (if required) \$0.00
6. Amount of this Issue \$160,000.00
7. Balance of this Loan Unissued \$0.00
Note: Amount Authorized minus Previous New Issues minus This Issue (New Money) equals Unissued Balance.
8. Issue Date June 20, 2023 Date Due November 2, 2023
9. Payable to Greenfield Cooperative Bank
10. Payable at Greenfield Cooperative Bank
11. Rate of Interest 4.380% Payable At Maturity (Annually, semi-annually or at maturity)
12. Signed by , Town Treasurer

TO THE DIRECTOR OF ACCOUNTS: THIS CONSTITUTES OUR AUTHORIZATION TO DELIVER THE NOTE(S), WHEN CERTIFIED, TO THE PURCHASER(S) SPECIFIED ON LINE 9 ABOVE.

COUNTERSIGNED AND APPROVED BY:

 _____
 _____
 _____

Select Board
and a
majority
thereof

In the presence of: , Town Clerk



(complete right side)

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF MONTEREY
ANTICIPATION SERIAL LOAN
Departmental Equipment - Truck**

No. 182-1

\$160,000.00

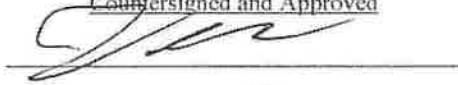
Date of Issue: June 20, 2023

For Value Received, the inhabitants of the Town of Monterey by their Treasurer hereto duly authorized by vote of said Town passed on May 7, 2022 and Chapter 44, Section 7(1) of the General Laws promise to pay to Greenfield Cooperative Bank or order upon presentation and surrender thereof at Greenfield Cooperative Bank, 62 Federal Street, Greenfield, MA 01301, the sum of

ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00)

on November 2, 2023, with interest at the rate of 4.380 percent per annum, payable at maturity calculated on the basis of a numerator using 30 days and a denominator using a 360 day year (30/360).

Countersigned and Approved

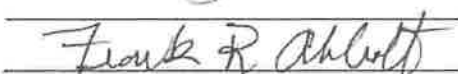


Majority of



the

Select Board



Signed



Treasurer

Town of _____

Town Seal

To be affixed here

I certify that this note was countersigned and approved by the Select Board in my presence.

06/13/2023

Date



Town Clerk

The Commonwealth of Massachusetts
Department of Revenue, Boston

I hereby certify that this note appears to have been duly issued in accordance with the provisions of Chapter 44 of the Massachusetts General Laws per the attached Director of Accounts Approval Letter.



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

DA-82 LOAN AUTHORIZATION REPORT

Town/District: Monterey, At the Annual Special/Regular

Meeting called for May 7, 2022 the following loan authorizations were voted:

(Separate forms are required for each meeting)

Date	Article	Purpose	Amount Authorized	Vote Count **see note
<u>May 7, 2022</u>	<u>4-14</u>	<u>F 350 Truck</u>	<u>\$160,000</u>	<u>4-43, N-7, 2/3 yes vote</u>

NOTE: Vote count must be unanimous or an actual counted 2/3 majority or be a declared 2/3 majority provided that the Town has an approved by-law or town vote allowing such declared 2/3 majority. G.L. Chapter 39, Sec. 15, as amended by Ch. 448 of the Acts of 1996, and G.L. Chapter 44, Secs. 1, 7, and 8. Please attach a certified copy of the vote as passed. For contingent votes include the Ch. 59, Sec. 21C(k) debt exclusion results.

Attested Copy of the Warrant:

Date Posted 4-14-2022

Board of Selectmen File, Town Hall, General Store
Where? Transfer Station, Main Road, Post Office

Date Published in Newspaper _____

Date Warrant or Notice Mailed 4-14-2022 To Whom? All Monterey Households

Date Finance/Advisory Committee meeting posted _____

Were all additional local by-law requirements met? Yes or No _____

Quorum:

What is the Quorum requirement? 15

Was a Quorum present on each day of the meeting? Yes or No _____

Was this an adjourned session? Yes _____ or No (if no skip this section)

Date Posted _____ Where? _____

Date Published in Newspaper _____

Date Warrant or Notice Mailed _____ To Whom? _____

Were all additional local by-law requirements met? Yes _____ or No _____

Certification:

Is any vote listed on this form presently subject to referendum? Yes _____ or No

If yes which one? _____

Is litigation pending which could affect the validity of any vote? Yes _____ or No

If yes which one? _____

I hereby certify that this information is correct to the best of my knowledge.

Date 5/29/2022

(Revised May 2020)

July 2 Walker, Town/District Clerk

A True Copy Attest:

Supporting a Commonwealth of Communities

mass.gov/dls

P.O. Box 9569 Boston, MA 02114-9569
(617) 626-2300

Christy T. Usher

06/13/2023

Town Clerk

Annual Town Meeting
May 7, 2022

Article 14:

ARTICLE 14. To see if the Town will vote to appropriate the sum of \$160,000 or any other sum to purchase and outfit a F550 truck, and to authorize the Select Board to trade in or sell at auction the Town's 2014 F550, and that to meet this appropriation, the Town Treasurer with the approval of the Select Board is authorized to borrow said amount or take any other action relative thereto. **2/3 vote required/secret ballot.**

The Select Board and Finance Committee support this article.

Motion, second, 43 yes, 17 no article passes with a 2/3 vote.

A True Copy Attest:



Christopher T. Andrews

Town Clerk

June 13, 2023



**REPORT ON THE SPECIAL TOWN MEETING,
TOWN OF MONTEREY, OCTOBER 15, 2022**

On October 15, 2022, 28 people qualified to vote at the town meeting gathered in the PAVILION BEHIND THE FIREHOUSE, of the Monterey Fire Co. LTD in the town of Monterey at 1:30 p.m. proceeding to the articles of this meeting. The following actions were taken on the following articles.

ARTICLE 4. To see if the Town will vote to amend Article 14 approved at the May 2022 Annual Town Meeting from “to purchase and outfit a F550 truck” to “to purchase and outfit a truck up to 20,000lb GVW”, or take any other action relative thereto.

Motion, second, discussion

VOTE: MAJORITY YES VOTE

A True Copy Attest:



Christopher T. Andrews
Town Clerk
June 13, 2023



Town Administrator

From: Town Administrator
Sent: Tuesday, May 16, 2023 1:54 PM
To: 'susan@montereyma.gov'; 'justin@montereyma.gov'; Frank Abbott
Subject: FW: Recall Bylaw

FYI on the recall bylaw.

From: Pignatelli, Smitty - Rep. (HOU) [mailto:Smitty.Pignatelli@mahouse.gov]
Sent: Tuesday, May 16, 2023 1:48 PM
To: Town Administrator <admin@montereyma.gov>
Subject: Re: Recall Bylaw

That is correct. We will then need the hard copy raised seal document in order to file.



Smitty Pignatelli
3rd Berkshire District
Vice Chair, House Committee on Rules
District: 413-637-0631
State House: 617-722-2692

From: Town Administrator <admin@montereyma.gov>
Sent: Tuesday, May 16, 2023 1:45 PM
To: Pignatelli, Smitty - Rep. (HOU) <Smitty.Pignatelli@mahouse.gov>
Subject: RE: Recall Bylaw

Thanks Smitty. So just to be clear. In order for it to be refiled Monterey's **town meeting** will need to vote affirmatively again?

Melissa

From: Pignatelli, Smitty - Rep. (HOU) [mailto:Smitty.Pignatelli@mahouse.gov]
Sent: Tuesday, May 16, 2023 1:20 PM
To: Town Administrator <admin@montereyma.gov>
Subject: Re: Recall Bylaw

Hi Melissa,
Thanks for reaching out. I appreciate your follow-up, especially as we have a lot to juggle at this time of year.

We initially thought that Sen. Mark filed the legislation, but it turns out he did not so it has not been refiled up to this point. The House's position is that in order to be refiled, the town would need to cast another vote approving the language.

The likelihood of anything getting passed in this calendar year is slim, so the date of filing is not critical. Please let me know if you have any questions.

Smitty



Smitty Pignatelli
3rd Berkshire District
Vice Chair, House Committee on Rules
District: 413-637-0631
State House: 617-722-2692

From: Town Administrator <admin@montereyma.gov>
Sent: Monday, May 15, 2023 1:02 PM
To: Pignatelli, Smitty - Rep. (HOU) <Smitty.Pignatelli@mahouse.gov>
Subject: RE: Recall Bylaw

Hi Smitty!

Hope all is well with you. Just checking in to make sure this was re-filed and what the timeline looks like now?

Respectfully,

Melissa Noe

Town Administrator
Town of Monterey
413-528-1443 x111

A single leaf working alone provides no shade. – Chuck Page

From: Pignatelli, Smitty - Rep. (HOU) [<mailto:Smitty.Pignatelli@mahouse.gov>]
Sent: Monday, January 9, 2023 9:42 AM
To: Town Administrator <admin@montereyma.gov>
Subject: Re: Recall Bylaw

The bill will need to be re-filed, which it seems like Sen. Mark has already done.

Smitty Pignatelli
State Representative
3rd Berkshire District
Vice Chair, House Committee on Rules
State House Room 166
(413) 637-0631

From: Town Administrator <admin@montereyma.gov>
Sent: Thursday, January 5, 2023 10:09 AM
To: Pignatelli, Smitty - Rep. (HOU) <Smitty.Pignatelli@mahouse.gov>
Subject: RE: Recall Bylaw

Thanks. So where does that leave us? How much longer until it gets in front of the Senate again or is it now completely dead (pardon my ignorance on the political approval process)?

Melissa

From: Pignatelli, Smitty - Rep. (HOU) [<mailto:Smitty.Pignatelli@mahouse.gov>]
Sent: Thursday, January 5, 2023 9:10 AM
To: Town Administrator <admin@montereyma.gov>
Subject: Re: Recall Bylaw

Hi Melissa,
The recall petition was engrossed in the House but stalled in the Senate, and did not make it across the finish line this session. Unfortunately working without a Senate counterpart over the past few months compromised a few of our local initiatives. Please let me know if you have any questions.

Best,
Smitty

Smitty Pignatelli
State Representative
4th Berkshire District
Vice Chair, House Committee on Rules
State House Room 166
(413) 637-0631

From: Town Administrator <admin@montereyma.gov>
Sent: Wednesday, January 4, 2023 4:16 PM
To: Pignatelli, Smitty - Rep. (HOU) <Smitty.Pignatelli@mahouse.gov>
Subject: Recall Bylaw

Hello again 😊

Any update on where our recall bylaw/petition is in the approval process?

Respectfully,

Melissa Noe

Town Administrator
Town of Monterey
413-528-1443 x111

The new year stands before us, like a chapter in a book, waiting to be written. – Melody Beattie



Cabot Risk
Strategies, LLC

Town of Monterey



Marcy Medeiros
Account Manager
June 6, 2023

Insurance Proposal

Cabot Risk Strategies LLC

Customized Risk Management Services

Cabot Risk Strategies serves thousands of individuals and families and hundreds of public entities, non-profits, health care and real estate businesses. Each year we manage over 4500 claims through our TPA Services. Our client base continues to expand, both within the region and within the industries we serve. We recognize that every client is different, with varying degrees of risk appetite and service specifications. That's why we work with a flexible service model. At Cabot, we provide customized risk management services to meet the unique needs of our clients. This approach offers clients complete 360° of protection.



Brokerage Services

Each client presents a specialized set of risks and exposures requiring a specialized solution. Whether for business and commercial risk or personal and family, we provide the right solution at the right price. To complement the management of retained risk, Cabot offers a full-service brokerage portfolio to deliver insured, guaranteed cost insurance products. Our goal is to help our clients establish a balanced mix of insured and self-insured products and services that will achieve the most desired, cost effective program.

Our Team

Our employees are dedicated professionals, and experts at what they do. They're client-focused individuals who enjoy resolving issues and developing innovative solutions. Cabot Risk Strategies is an independent, regional TPA with a New England focus. You'll find that makes us a little different. Our people are down-to-earth, always willing to share their expertise and take the time to get things right. Doing business with Cabot Risk Strategies means doing business with real people. And in these times of consolidations and constant change, that can make all the difference in the world.

Carriers

We work directly with over one hundred insurers. Among these are an elite group of superlative companies we have designated as our core insurer partners. We have chosen them for their:

- Strong service ethic and excellence
- Commitment to improving our clients' loss ratios
- Shared values of integrity, honesty, and business principles
- Innovation, flexibility, and ability to "think out of the box"
- Willingness to work as team members and partners
- Commitment to the local independent agency and the local community

AM Best Rating

A++ and A+ (Superior)

Assigned to companies which have, on balance, superior balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in A.M. Best's opinion, have a very strong ability to meet their ongoing obligations to policyholders.

A and A- (Excellent)

Assigned to companies which have, on balance, excellent balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in A.M. Best's opinion, have strong ability to meet their ongoing obligations to policyholders.

Financial Size Categories (FSC)

Assigned to all companies by A.M. Best, the FSC reflects company size based on capital, surplus and conditional reserve funds in millions of U.S. dollars using the scale below. The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

FSC I	less	than	1
FSC II	1	to	2
FSC III	2	to	5
FSC IV	5	to	10
FSC V	10	to	25
FSC VI	25	to	50
FSC VII	50	to	100
FSC VIII	100	to	250
FSC IX	250	to	500
FSC X	500	to	750
FSC XI	750	to	1,000
FSC XII	1,000	to	1,250
FSC XIII	1,250	to	1,500
FSC XIV	1,500	to	2,000
FSC XV	greater	than	2,000

NOTARY PROFESSIONAL LIABILITY

Named Insured: Town of Monterey
Insurance Company: Hanover Insurance Company – Admitted - AM Best Rating “A”
Policy Number: Renewal of LHN H645488 01
Policy Period: July 1, 2023 to July 1, 2024

	<u>Limit</u>	<u>Coverage</u>
Limits & Coverages:	\$ 1,000,000	Each Claim
	\$ 1,000,000	General Aggregate
	\$ 1,000,000	Privacy and Security Liability
Supplemental Coverage:	\$ 25,000	Disciplinary Proceedings per Insured
	\$ 25,000	Subpoena Assistance
	\$ 25,000	Crisis Event Expenses per Event
	\$ 15,000	Reputation Protection Expense
	\$ 25,000	Withheld Client Fee Assistance
	\$ 10,000	Nonprofit Directors and Officers Expense
Deductible:	\$ 1,000	Per Claim

Retroactive Date: July 1, 2021

Terms & Conditions: Coverage is written on a Claims-Made Basis
Defense is within the Limit
Deductible applies to damages and defense costs
Quote is valid for 30 days

Exclusions: Include, but not limited to:

- Management Consultants
- False Pretenses

Subjectivities: Signed Proposal

This quote is based off expiring revenues and exposures. In the event there has been a significant increase (or decrease) in revenues or exposure, please advise us immediately so that we may revise terms accordingly

TOWN OF MONTEREY PREMIUM SUMMARY

Coverage	Carrier	Premium
Notary Professional Liability	The Hanover Insurance Company	\$ 1,099.00
	TOTAL	\$ 1,099.00

NOTE RENEWAL BILLING PROCEDURE: Once coverage is bound, the Town will receive an invoice from The Hanover Insurance Company.
Please remit payment directly to them.

ACCEPTED BY: _____



DATE: _____

6/13/23

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for

Information Concerning Our Compensation: Unless otherwise specifically negotiated and agreed to with our client, our professional compensation is customarily based on commission calculated as a percentage of the premium collected by the insurer and are paid to us by the insurer. We may also receive from insurers and insurance intermediaries' additional compensation (monetary and non-monetary), which is contingent on volume, profitability or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. In addition to commissions, we may charge fees to you provided however, such fees will always be identified separately and in agreement with you. We will be pleased to discuss with you further details of any contingent compensation agreements pertinent to your placement upon your request.

IMPORTANT - CLAIMS REPORTING INFORMATION

Reporting incidents and claims timely is very important as delays in reporting could compromise coverage. In the event you have an incident or claim to report, we have a full service Claims Department to assist you.

Please include the following information when reporting incidents and claims:

- Named Insured
- Policy Number
- Date of Incident
- Time of incident
- Location of incident
- Full Description of the incident, damages, injuries
- Claimant or potential Claimant name(s)
- Witnesses to the incident
- Contact name, phone number, email address

Automobile related claims:

- Description of Vehicle(s) involved
- Driver name, contact and Insurance information for all drivers involved

Please direct notices of incidents or claims to any of the following:

- Email report to claims@cabotrisk.com
- Fax report to (781) 376-9907
- Call (800) 222-5963
- Call or email your Account Manager

OCCURRENCE VS. CLAIMS MADE LIABILITY COVERAGE

Liability Policies can be on an Occurrence Basis or a Claims Made Basis. It is important to know what basis your policy(ies) is/are as there is a difference in timing of reporting claims. Please review your policy and contact us if you have any questions.

Occurrence based policies cover incidents that happen during your policy period, regardless of when you file a claim.

Claims Made based policies cover incidents that happen during your policy period (or after the retroactive date) and are also reported *during the policy period* or during the extended reporting period. It is very important to report a claim immediately if your policy is Claims Made.



20 Main Street, Suite G1
Acton, MA 01720
Phone: (978) 461-5855
Fax: (978) 461-5850
www.vadarsystems.com

June 1, 2023

Melissa Noe
Town Administrator
Town of Monterey
435 Main Road
Monterey, MA 01245

Dear Melissa,

Attached you will find a copy of the 2023 VADAR® Systems contract with the Municipality of Monterey for Financial Software Application(s). This contract will govern the terms of the products and services being offered to your Municipality by VADAR® for the period of July 1, 2023 through June 30, 2024.

Please sign page 9 of the Master Agreement as well as the last page of the document (Cloud Agreement). Please keep one copy for your records and return a signed copy to me via email at Maribeth-Boudreau@vadarsystems.com.

In order to ensure no disruption to your service and support, please email a signed copy of the contract to me within the next 30 days.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Maribeth Boudreau", written in a cursive style.

Maribeth Boudreau
978.461.5875

VADAR®Systems, Inc.

Software Application Agreement

Financial Applications

This **Agreement** is entered into by and between VADAR® Systems, Inc. (hereinafter “VADAR®”), located at 20 Main Street Suite G1, Acton, MA 01720 and the Municipality of Monterey, MA, (hereinafter “the Municipality”), its administrative office located at 435 Main Road, Monterey, MA 01245.

Whereas, the Municipality desires software applications for financial applications (hereafter “Software”) and Cloud Hosting Services (hereafter “Services”); and,

Whereas, VADAR® provides Software and Services and desires to provide Software and Services to the Municipality.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

Definitions

“Documentation” means the user manual, product specification sheet, and any related documentation, whether in printed or electronic form, and any revisions thereof, provided by VADAR to Municipality under this Agreement.

“Error” means a failure of the Software to perform substantially in accordance with the Documentation.

The “Software” shall mean the current version of VADAR’s proprietary relational database Software licensed to Municipality and used by Municipality for the processing of tax and financial information, together with any customizations, enhancements, Error corrections, revisions, new releases, and upgrades thereof and as detailed and described in “Attachment A” attached hereto.

“Confidential Information” shall mean any information, technical data, trade secrets or know-how, whether written or oral, disclosed by VADAR® to the Municipality in connection with this Agreement, relating to the Disclosing Party’s present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.

1.0 Term and Renewal.

1.1 Agreement Term

The term of this Agreement is for one (1) year from July 1, 2023 to June 30, 2024. VADAR® shall

provide Software and Services according to the terms set forth in Exhibits, "Attachment A" and "Attachment B".

1.2 Assignment of Municipal Project Manager

Municipality agrees, for the term of the agreement as stated above, to assign one individual to act as the Project Manager (hereinafter "Project Manager") for the duration of the Agreement. Project Manager shall be the central liaison and primary contact person for VADAR® for all matters relating to the installation, implementation and support of the Software. Project Manager agrees to assist VADAR® in setting priorities and timetables and managing customization requests and application enhancements between VADAR® and the appropriate municipal departments.

2.0 Products and Application.

2.1.Provision of Software and Software Licenses

During the term of this Agreement, VADAR® shall provide the Municipality Software according to and in compliance with Massachusetts State Laws for the Municipality's use in connection with the Municipality's processing of tax and financial information. Municipality, not VADAR®, shall be responsible for the utilization of the Software and input and maintenance of any necessary data other than conversions described in Section 4.0 and other than the Services detailed and described in "Attachment A" attached hereto.

VADAR® shall provide Municipality with licenses of the Software consistent with the terms outlined in Attachment A and Attachment B. Should Municipality desire to have additional licenses of the Software in addition to the terms outlined in Attachment A and Attachment B, then VADAR® shall provide additional Software and Support upon a mutually agreeable schedule of rates and terms.

2.2.Customization of Software

VADAR®, at its sole discretion, may agree to customize the Software for the Municipality. All agreed upon customizations shall be billed to the Municipality at a mutually agreed upon fixed-cost project rate.

2.3 Software Support

During the term of this Agreement VADAR® shall provide Municipality toll free, telephone technical support of the Software, Monday through Friday, from 8:30 AM to 5:00 PM, Eastern Standard Time.

3.0 Training

Any on-site training visits shall be billed according to a schedule of rates and terms in Attachment A or according to a schedule of rates to be negotiated between VADAR® and Municipality.

4.0 Provision and Protection of Information.

4.1 Format of Data

It shall be Municipality's exclusive obligation to provide all necessary, accurate, readable data to

VADAR® for the initial conversion, setup and continued maintenance of database records. Client shall provide VADAR® all data files, including initial information for initial file set-up, Software configuration and data conversion, in readable, unencrypted, unpacked, ASCII text files formatted for the Personal Computer. VADAR® will not accept encrypted, packed, or unreadable files of any type. Time frames and timetables for all deliverables including but not limited to data conversion, Software configuration, Software installation, Software implementation and Software training shall begin with the confirmed RECEIPT of readable data files in VADAR® 's required file format from Municipality. Receipt of unreadable data files, receipt of data files that do not contain all necessary information, or receipt of data files that are not in VADAR®'s required format shall not trigger any such time frames or timetables.

4.2 Municipality's Conversion Responsibilities

Municipality shall bear sole responsibility to provide VADAR® data files for conversion and update purposes. VADAR® is not responsible for retrieving any data from Municipality's current software system. Municipality shall bear sole responsibility to pay all costs associated with providing readable files to VADAR® including costs incurred in utilizing a third party conversion vendor.

4.3 Third Party Data Vendor Relationships

It is the sole responsibility of Municipality to create, maintain, interface and manage any and all relationships between data files and third party vendors including but not limited to deputy tax collectors, collection agencies, attorneys, software companies and financial institutions. VADAR® will make all reasonable efforts to assist Municipality in physically interfacing data files from such third party vendors with the Software. It is the sole responsibility of Municipality to pay for all costs including but not limited to licensing costs, transaction costs and usage costs associated with any data files being provided, maintained or supplied by any third party vendor to fulfill the terms of this Agreement.

4.4 Validation of Data

VADAR® shall perform data conversion and cross validation of received and accepted data files only. Municipality shall troubleshoot file discrepancies, perform any necessary data entry and correction, and perform final reconciliation and validation of converted files. VADAR® shall make all reasonable efforts to assist Municipality in reconciling converted data. Limits and terms concerning VADAR®'s data conversion responsibilities are set forth in Attachment A.

4.5 Reliance Upon Information

VADAR® shall be entitled to rely upon all such information, provided by the Municipality, in connection with systems and services to be rendered hereunder.

5.0 Reserved

6.0 Warranties.

6.1 Terms

VADAR® warrants its products to follow state guidelines and procedures for the collection and

maintenance of property tax receivables and revenue applications provided for under State Laws as of the date of this Agreement. Any future statutory changes after the date of this Agreement may result in additional billing to the Municipality. VADAR® further warrants that the Software and Services shall be free from infringement of any rights of third parties.

6.2 Indemnification by VADAR®

VADAR® shall indemnify and hold harmless the municipality from and against any and all loss, cost, damages, expenses and fees, including reasonable attorney's fees, incurred by the municipality for any violation of the provisions of this Section 6.0 by VADAR®.

7.0 Payment.

7.1 The Municipality shall pay VADAR® for the products as referred to in Attachment A.

7.2 During the term of this Agreement, VADAR shall submit annual invoices to the Municipality. Municipality shall pay those invoices within thirty (30) days of receipt. Failure to pay within thirty days shall be considered a default of this Agreement. Failure to cure said default within 15 days may result in termination of this agreement and surrender of all applications to VADAR®.

7.3 In the event of Municipality's default of this Agreement, VADAR® shall be entitled to recover, in addition to the amount due, all reasonable costs of collection, including reasonable attorney's fees.

7.4 Any delay or forbearance by VADAR® in enforcing any of said payment default provisions, are discretionary to VADAR®, and shall not be construed as a modification or waiver of any and all remedies that are available to VADAR®.

8.0 Intellectual Property

8.1 Title and full ownership rights to the Software, as well as any or all object or source code, screen interface design, system reporting, and dunning notices are the proprietary intellectual property and trade secrets of VADAR® Systems, Incorporated. Municipality understands and agrees that said Software is being utilized under a leasing/licensing and support agreement whereby the Municipality leases the Software and VADAR® Systems, Inc. supports and maintains the Software during the terms of this agreement.

8.2 No part of the Software may be reproduced, redistributed, transmitted, transcribed, stored in any retrieval system, or translated into any human or computer language, in any form or by any means, without the express written permission of VADAR® Systems, Inc., 20 Main Street Suite G1, Acton, MA 01720. The Municipality, however, is permitted to perform data and application back-ups of the Software for internal use within the Collector/Treasurer's or Finance office(s) only.

8.3 The term "VADAR®" is a registered trademark.

9.0 Termination of Contract

9.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if the Municipality shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if Municipality shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by Municipality, then VADAR® shall thereupon have the right to terminate this Agreement by giving written notice to Municipality of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

Subject to the provisions of the section entitled "Force Majeure", if VADAR shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if VADAR shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by VADAR, then Municipality shall thereupon have the right to terminate this Agreement by giving written notice to VADAR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

9.2 Surrender of Property

Upon any termination of this Agreement, subject to the Section entitled "Surrender", each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

9.3 Equitable Relief

The parties acknowledge that monetary damages may not be adequate in the event of a breach of this Agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies.

10.0 Surrender.

10.1 Upon the termination of this Agreement, at VADAR®'s request, the Municipality shall within 30 days, surrender all copies of the Licensed Software, any applications owned by VADAR®, all Modifications and all tangible embodiments of, and all other VADAR® property, in good order and condition. Rights of ownership or possession of said VADAR® property and of the Software will not transfer to the Municipality.

10.2 Termination of this License will serve to terminate all licenses to the Licensed Software granted hereunder.

10.3 VADAR® agrees and consents upon termination of this Agreement, at Municipality's request, to provide Municipality in a timely fashion electronic and/or hardcopy of all municipal

data records stored within the Software. All data stored within the Software remains the property of Municipality and right of ownership or possession of said municipal data records will not transfer to VADAR®.

11.0 Integration and Modification.

11.1 This instrument, together with any attachments expressly referred to herein, contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the Municipality and VADAR® and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable, the Municipality's by-laws. In the event of a conflict between a Municipality's by-law and applicable state or federal law, state or federal law shall supersede.

11.2 In the event of a conflict between the provisions of the main body of this agreement, and any attached exhibits, documents, appendices or other materials, the provisions of this Agreement shall take precedence.

11.3 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

12.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts.

13.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

14.0 Reserved

15.0 Indemnification and Hold Harmless

15.1 VADAR® will defend, indemnify and hold harmless Municipality from claims against Municipality that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Municipality promptly advises VADAR® of the existence of such claim. VADAR® shall have the sole control of the defense and settlement of any such claim. Municipality shall have the right, at Municipality's expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if VADAR® is enjoined from the continued provision thereof or of any portion thereof,

VADAR® shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such replacement or modification shall cause a degradation in functionality or performance.

15.2 Municipality will hold harmless VADAR® from any loss or damage VADAR® may incur as a result of the negligence or willful misconduct of Municipality in connection with its performance or failure of performance hereunder or from any claim that Municipality's performance hereunder violates or is contrary to any banking or related law or regulation.

15.3 In the event a party fails to exercise its duty to defend under any provision of this Section 15.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

16.0 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

17.0 Survival

The obligations contained in Sections 8.0 and 9.0 survive the termination or completion of this Agreement.

18.0 Miscellaneous

18.1 Notices

All notices and other communications given in connection with this agreement shall be in writing and shall be sent via certified mail.

18.2 Waivers

Any waiver by a party of the breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision.

19.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties, that this Agreement will be deemed amended by modifying the provision to the

minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law.

20.0 Headings

All headings contained in this Agreement have been inserted for convenience of reference only and shall be of no force or effect in any construction or interpretation hereof. Terms of gender will be deemed interchangeable, as will singular and plural terms, in each case unless the context otherwise requires.

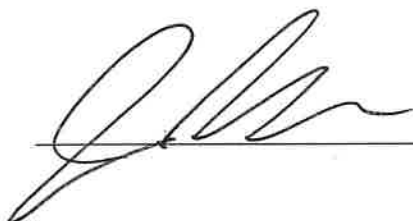
In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly appreciated representatives.

VADAR® Systems, Inc.

Francis J. Natale, CEO
Francis J. Natale, Chief Executive Officer

DATE: 6/1/2023

The Municipality



DATE: 6/13/23



Accounting Suite & Tax Title

Attachment A

VADAR® Systems, Inc.

Financial Software Proposal for Monterey, MA

Date: 6/1/2023

	<u>Annual Cost</u>
<u>Software Licenses & Support Charges:</u>	
Fund Accounting Suite	\$2,800.00
General Ledger & Subsidiary Ledgers (Expense and Revenue)	included
Accounts Payable, Budgeting, Journal Entries, Treasurer's Receipts	included
Report Writer/Custom Report Builder	included
Tax Title	\$990.00
<u>Annual Software & Support Subtotals:</u>	<u>\$3,790.00</u>
<u>VADAR Cloud - 4 Users:</u>	<u>\$3,160.00</u>
<u>Annual Totals - Software & Cloud:</u>	<u>\$6,950.00</u>

Additional Optional Services:

VADAR Cloud - \$990 per cloud user account per year (annual cost)

Workflow Process and Procedure Consulting - \$990 per visit

Additional on-site training is \$790 per visit

Additional Notes:

This proposal is reflective of a one (1) year contract renewal from July 1, 2023 through June 30, 2024.

No manual data entry included

Approved custom Programming or approved special programming quoted on a project basis

VADAR Cloud includes 24/7 secure Internet access to all data and applications, remote server monitoring, anti-virus software, daily data backups & disaster recovery

VADAR Cloud requires reliable high speed Internet connection

Proposal valid through June 30, 2023

Attachment B

**APPLICATION SERVICES PROVISION AGREEMENT -
MUNICIPALITY OF MONTEREY, MA**

1. Overview

VADAR is an Application Service Provider, "ASP", that deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility. VADAR will provide Municipality of Monterey, MA, hereafter " End User", with the ASP Services described in Section 2 of this Agreement.

2. Deliverables

Managed Hosted IT Services Overview

The following support services provided under this agreement.

<i>Services:</i>	
Hosted Infrastructure, Management, and Support Components	VADAR Application Delivery via Citrix <ul style="list-style-type: none"> ▪ End User access to VADAR software via Citrix XenApp ▪ Fully Managed Backup and Offsite Replication ▪ Anti-Virus, Patch Management and Inventory of Server Infrastructure ▪ All Server Software licenses for hosted environment are included and managed by VADAR ▪ All Servers and data located in a Secure, Environmentally Controlled Data Center ▪ All Servers monitored and supported by VADAR 24x7

3. Cost Summary

This project will be conducted on a fixed-price basis. All fees and schedules associated with this statement of work are based on a mutual acceptance of, and commitment to, the Scope of Services, Assumptions, Requirements, and supporting information contained in this Agreement.

Vadar Systems Total Solution Investment Includes:		
Base Fee:	Cost per user account per year	Number of users
Basic Services For Fund Accounting Suite	Attachment A	Attachment A
Total Yearly Fee	Attachment A	

4. Assumptions

- In the event that support issues arise outside of what is supported in this Agreement, VADAR will discuss any fee and schedule impact with End User. End User shall agree in writing to have any out of scope services performed by VADAR prior to VADAR providing such out of scope services.
- VADAR shall not be liable for any other vendor-provided software/hardware support charges associated with escalating the troubleshooting of other vendor-specific support issues. These issues will be identified and reported to End User for approval.
- VADAR will work with third-party application vendors on a best-effort basis to assist in troubleshooting application-specific support issues.

5. Terms and Conditions

THIS APPLICATION SERVICES PROVISION AGREEMENT (this "Agreement") is entered into and made effective on July 1, 2023, between VADAR Systems, Inc. ("VADAR"), a Massachusetts Corporation located at 20 Main Street, Suite G1, Acton, MA 01720, and the Municipality of Monterey, MA ("End User") located at 435 Main Road, Monterey, MA 01245.

WHEREAS VADAR is an Application Service Provider and deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility (the "ASP Services"); and,

WHEREAS End User desires to subscribe for the ASP Services and software applications (the "Software Applications") as set forth in Section 3 which is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

By accepting this Statement of Work ("Agreement"), End User agrees to be bound by the following terms and conditions:

The term of this Agreement for VADAR's Cloud Solution is for one (1) year(s) from July 1, 2023 to June 30, 2024. Should End User believe that VADAR is in material breach of its obligations under this Agreement, End User shall notify VADAR in writing within 10 days of the date End User first has such belief. Upon receipt of such notification, VADAR shall have 30 days to cure such breach. If VADAR fails to cure a material breach within 30 days of notification by End User, then End User may terminate this Agreement by providing a 30 day written notice.

Recommendations on Laptops and Desktops:

Laptops and Desktops are recommended to meet the following minimum requirements:

- Pentium IV Processor
- 1 GB of RAM
- 40GB Hard Drive
- Current Warranty with Manufacturer
- Windows 10+

If any of these requirements are not met, VADAR reserves the right to charge End User hourly for any services performed in conjunction with each computer and end user.

ASP End User Helpdesk Support Restrictions:

End User Helpdesk Support is strictly remote support and does not include hardware support. Any services performed onsite or to restore computer to original settings are billed hourly.

Restrictions on Printers:

Printer types vary greatly and VADAR does not have access to or experience with every printer on the market. Although most printer brands function properly with the VADAR host site, VADAR cannot warranty that all printers will be compatible with a terminal services configuration.

Connectivity Requirements and Restrictions:

End User is responsible for providing connectivity to VADAR's hosting infrastructure. VADAR strongly recommends two independent business class Internet Services with appropriate bandwidth for high availability.

Fees and Payment Terms:

- a. Fees: The fees for the ASP Services shall be as set forth in Section 3 of this agreement. Fees for Additional ASP Services or Related Services shall be as mutually agreed to by the parties and set forth in writing. .

-
- b. Billing and Payment Terms. VADAR will invoice End User for the ASP services. Within thirty (30) days of receipt of each invoice, End User will pay to VADAR the entire amount due in United States currency.

Backup, Restore and Disaster Recovery Restrictions:

Managed Data Backups and IT Continuity include daily and weekly backups of End User data provided under this Agreement. Any backups of on premise End User owned systems are outside of this agreement.

Backup Retention:

Unless otherwise stated herein, VADAR provides the following backup retention per client:

- Base Full backup
- All Monthly Incremental backups (Monthly retention will be defined by storage availability on the BDR)
- Five weekly incremental backups
- Fourteen daily incremental backups
- Three days of intra-daily incremental backups
- Offsite backups are current Image. With Current Image, all incremental files are collapsed back into the Base Image creating a Synthetic Base Image. The Current Image available at the data center will be up to the last successfully transmitted incremental offsite. With the Current Image VADAR is able to restore a complete image of the server from the time the last daily incremental backup was received at the data center.

Storage Management:

Storage provided in VADAR's data center is pooled across the servers provided. Storage may be re-allocated as needed no more than four (4) times per year. This does not include the addition of new storage, only the re-allocation of existing storage across existing systems. Storage for onsite servers will vary based on the role of said server. VADAR cannot guarantee provisioned storage will be adequate for every client's growth needs. End User may incur additional charges if storage requirements outpace storage provided in onsite hardware.

Additions to Services:

From time to time End User may expand or contract for different levels of services. VADAR will audit use of services at least monthly and adjust billing for any and all items as needed. VADAR will consider the addition or subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorate basis as needed.

System Availability:

VADAR's availability goal is 98% uptime and is measured in a 365 day year calendar. "Downtime" is defined as the End User's inability to connect either to VADAR's core router, or VADAR's core firewall due to a failure by a VADAR owned and managed component.

Exclusions:

- Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the calculation of uptime/system access. VADAR has a regular weekly maintenance downtime window utilized for system patching and maintenance.
- Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party utility or telecommunications systems or the Internet, which may substantially delay, materially interfere with or render impossible the provision by VADAR of some or all of the Services.
- VADAR shall not be responsible for any delays, problems arising, or for its failure to meet service levels, caused by (a) the failure or poor performance of End User's internal computing systems, or local or wide area network or Internet connections; (b) the failure or poor performance of End User's power source and/or power supply; (c) any changes or modifications made to End User's

operating system, environment, or equipment, other than those made by VADAR or its agents; (d) any unauthorized access to End User's computing systems; (e) End User's failure to perform its obligations under this Agreement; or (f) any failure outside of VADAR's control, including, but not limited to, failure of telecommunications lines or failure of Internet service.

Confidential Information.

- Each party acknowledges that it will have access to certain Confidential Information (as defined below) of the other party and agrees that it will not use for its own account or the account of any third party (except as required by law), any of the other party's Confidential Information or, disclose such Confidential Information to any third party, except to its own employees and contractors on a need-to-know basis (and who are themselves bound by a non-disclosure obligations at least as strict as the obligations contained herein) and will take reasonable precautions to protect the confidentiality of such information. "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, business data and processes, strategies, methods and/or practices; (iii) any and all information which is governed by any now-existing or future non-disclosure agreement between the parties; and (iv) any other information relating to either party which is not generally known to the public, including information about either party's personnel, products, customers, finances, marketing strategies, services, or future business plans. The parties may specifically designate certain information as being Confidential Information whether by marking the information "confidential" or otherwise, however, information not so marked and which falls within the scope of this Section shall be treated as Confidential. Unless otherwise provided in this Agreement, upon termination of this Agreement, the parties shall immediately return or destroy all Confidential Information of the other party.
- Exceptions. Information is not Confidential Information if it (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known to the receiving party directly or indirectly from a source other than the disclosing party or a person having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (d) is independently developed by the receiving party.

6. Engagement Agreement

The signatures below indicate End User's and VADAR's understanding of and agreement to the deliverables, assumptions, risks, billing estimates, and expenses and terms identified in this Agreement.

End User	VADAR
Name: Justin Makuc	Name: Francis J. Natale, CEO
Signature: 	Signature: 
Title: Select Board, Chair	Title: CEO
Date: 6/13/23	Date: 6/1/2023

Main Road / Route 23 Culvert Replacement Update

Hydrologic & Hydraulic

Inundation Maps



Table 5: Peak Flow, Depth to Road, and W.S. Elevation for 25, 50, and 100 Year Storms

Storm	Peak Flow (cfs)	Depth to Road (ft)	W.S. Elevation (ft NAVD83)
25 Year	882	3.1	1253.4
50 Year	1116	-0.5	1253.0
100 Year	1479	-2.1	1252.6

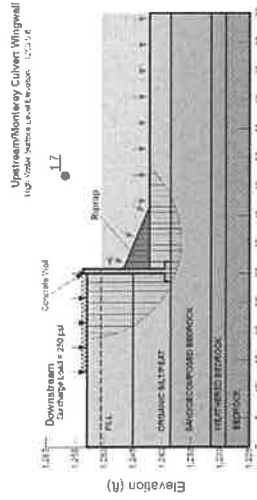
Peak flow increase of 97% for 25-year storm and 162% for 100-year storm



Table 6: Hydraulic Modelling Water Surface Elevation Results at Route 23 Culvert

Time Horizon	Flow Event	Existing Conditions 12 Foot Span Arch Culvert			Proposed 25 Foot Span Arch Culvert		
		Peak Flow (cfs)	Low Chord (ft NAVD83)	W.S. Elevation (ft NAVD83)	Peak Flow (cfs)	Low Chord (ft NAVD83)	W.S. Elevation (ft NAVD83)
Present Day	Q25	882	1254.5	1253.4	882	1254.5	1251.7
	Q50	1116	1254.5	1253.0	1116	1254.5	1252.5
	Q100	1479	1254.5	1252.6	1479	1254.5	1253.3
Late Century 2070	Q25	1660	1254.5	1257.0	1660	1254.5	1253.7
	Q50	3882	1254.5	1257.4	3882	1254.5	1254.7
	Q100	3882	1254.5	1257.4	3882	1254.5	1254.7

Geotechnical



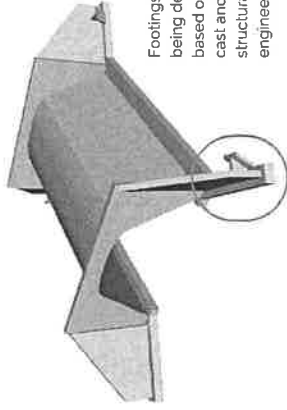
The proposed replacement culvert can be supported on spread footings bearing

Example

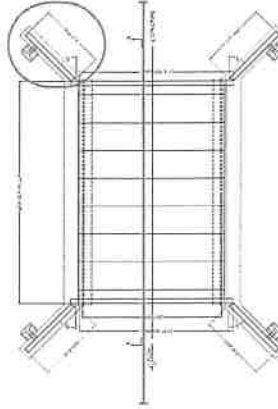


Designs to Date

60% completion



Footings are still being determined based on pre-cast and structural engineering



Wingwall angles are still being determined

Width increased to accommodate pedestrian walkway

Different water line options

1. Upstream side buried between road top and bridge top
2. Upstream side insulated outside
3. Buried and insulated on upstream
4. rerouted on Downstream side

