



TOWN OF HUBBARDSTON
TEMPORARY SERVICES AGREEMENT

Parties

This Temporary Services Agreement (the "Agreement") is made and entered into as of March 1, 2019 by the Town of Hubbardston ("TOWN"), and Richard Breagy, 15 Root Road, Hubbardston, MA ("INSPECTOR"). This Agreement is in effect from March 1, 2019 to Feb 28, 2020. The parties hereto mutually agree as follows:

Scope of Services

INSPECTOR shall provide to TOWN, at mutually convenient times during the term of the Agreement, and separate and distinct from other employment obligations, the required inspections for building and related work on behalf of the TOWN to ensure compliance with the State Building Code, State Electrical Code, Town Zoning and any other applicable requirements related to the installation of a solar array at 147 Williamsville Road Solar 1, Hubbardston, MA.

It is understood and agreed that that INSPECTOR shall in no sense be considered an employee or agent of TOWN, nor shall INSPECTOR be entitled to, or eligible to participate in, any benefits, privileges, or plans given or extended by TOWN to its employees; and that INSPECTOR has no authority to bind TOWN to any agreement or to make any public or private statement of the town's policy or intentions with respect to INSPECTOR'S work hereunder or otherwise.

Compensation

TOWN agrees to pay INSPECTOR, the agreed rate of \$30 per inspection performed under this Agreement and subject to appropriation during the 2019-20 fiscal year. Additionally, TOWN agrees to pay INSPECTOR the agreed hourly rate of \$27.20 for administrative services performed to include plan reviews. Upon completion of weekly services, INSPECTOR shall submit an invoice to TOWN with any reasonable supporting documentation requested by TOWN. Upon satisfactory review of said invoice and documentation, TOWN shall remit payment to INSPECTOR.

Conflict of Interest

INSPECTOR warrants that s/he has no existing agreement with any third party, which may in any way whatsoever conflict with the interests of TOWN or with INSPECTOR'S obligation under this Agreement. During the term of this Agreement, INSPECTOR agrees not to enter into any contracts or relationships that may in any way whatsoever conflict with the interests of TOWN.

Termination

TOWN shall have the right, in its discretion and for any reason, to terminate this Agreement or any part of the work thereunder at any time on thirty (30) days written notice to INSPECTOR. In the event of any such termination, TOWN shall pay to the PROFESSIONAL only those costs actually incurred. Following any notice of termination of this Agreement, INSPECTOR shall fully cooperate with TOWN in all matters relating to the winding up of INSPECTOR'S pending work on

behalf of TOWN and the orderly transfer of any such pending work to such other persons as may be designated by TOWN prior to termination.

Certificate as To Payment of State Taxes

Pursuant to M.G.L. c. 62C, 49A, INSPECTOR certifies under the penalties of perjury that the he has complied with the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Responsibility for Income Taxes

The Town and INSPECTOR acknowledge and recognize that INSPECTOR shall be deemed an independent contractor and not an employee of the Town pursuant to this Agreement. Accordingly, INSPECTOR shall be responsible for and bear all liability for the payment of any federal or state taxes associated with any funds received for services pursuant to this Agreement.

Insurance and Indemnification

The Town has recommended to the INSPECTOR that he shall be responsible to the TOWN or any third party for any property damage or bodily injury caused by it, as a result of, the work under this Agreement. The INSPECTOR hereby certifies that he understands this liability and acknowledges that he was advised to carry insurance for workers' compensation, property damage, personal and product liability. The INSPECTOR acknowledges the recommendation for purchasing and maintaining in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

INSPECTOR agrees to comply with the requirements of all applicable laws, rules and regulations in connection with his services under this Agreement, and shall exonerate, indemnify and hold harmless the Town's officers, agents, and all employees from said requirements and local taxed and contributions imposed or required under the Social Security, Worker's Compensation and Income Tax Laws. Further, INSPECTOR shall indemnify and hold harmless the Town with respect to any claims, damages, expenses, or attorney's fees arising from, or in connection with INSPECTOR'S performance of the work under this Agreement.

Assignment

The INSPECTOR shall not make any assignment of this Agreement without the prior written approval of the Town.

Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

Governing Law

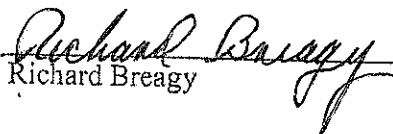
This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

Entire Agreement

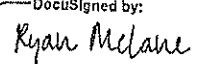
This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

The Agreement has been executed by the parties hereto effective as of the day and year first above written.

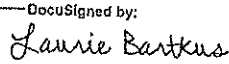
AGREED:


Richard Breagy

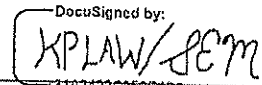
For the Town of Hubbardston (on behalf of the Board of Selectmen)

DocuSigned by:

Ryan M. McLane
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Approved as to Appropriation:

DocuSigned by:

By: Laurie Bartkus
Town Accountant
581D08812DC0494...

Approved as to Form:

DocuSigned by:

By: Stephen E. Marsters
31A3422C352E4D8...