



BOARD OF HEALTH

# TOWN OF WESTBOROUGH MASSACHUSETTS

FORBES MUNICIPAL BUILDING  
45 WEST MAIN STREET, SUITE 25  
WESTBOROUGH, MA 01581-1916

TEL. (508) 366-3045  
FAX (508) 366-3047

## BOARD OF HEALTH MONTHLY MEETING

Tuesday  
February 17, 2015  
Central One Federal Credit Union, 2<sup>nd</sup> Floor  
40 South Street  
5:30 p.m.

## AGENDA

1. Minutes of Meeting (January 20, 2015)
2. Director's Report (January)
3. Sanitarian's Report (January)
4. Health Inspector's Report (January)
5. Old Business
  - A. Scott Knox - Wayside Mobil Park - 5:45 pm
6. Director's Issues
7. Adjournment



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## Minutes of Board of Health Meeting February 17, 2015

The regular Board of Health meeting was held on Tuesday, February 17, 2015, in the Community Room at the Central One Federal Credit Union, 40 South Street. The meeting was called to order at 5:32 pm. by Acting Chairman Ehrlich. Present: Member Walsh, Director Baccari, Sanitarian Gauthier and Inspector Gilchrist. Absent: Federici

Minutes of the meeting held on January 20, 2015, were approved.

Director's report (Jan.) was discussed and approved.

Sanitarian's report (Jan.) was discussed and approved.

Health Inspector's reports including part-time Health Inspector (Jan.) were discussed and approved.

### Old Business

At 5:45 p.m., the Board met with Scott Knox, President of the Board of Directors of the Turnpike Park Cooperative, for an update on the progress of the trailer park's connection to town sewer. Mr. Knox presented a signed contract between the Turnpike Park Cooperative and Northboro Septic. They will meet with the engineers on Friday. The lawyer for the TPC is working with the abutters. The closing for financing is expected by mid-March. They hope to start the project in the spring, but that all depends on how fast the snow disappears.

### Director's Issues

An administrative meeting was held recently with the owner of Paradise Biryani Pointe. The meeting was held to discuss the numerous violations found during recent inspections. The owner was in for the same issues about a year ago. The owner was told if things don't change, he'll have to come before the Board for a hearing to consider suspending and/or revoking his permit. A re-inspection is scheduled for next week.

The AM radio notification system that operates out of the Forbes Municipal Building had to be shut down because it was running interference with the police dispatch equipment. After a new roof was installed on the FMB a couple of years ago, a licensed contractor installed new antennas for the police department and the AM radio system. There haven't been any problems until now. The problem will be fixed once the snow melts off the roof.

Director Baccari met with the DEP recycling coordinator. The coordinator plans to conduct a survey at the transfer station.

A recent inspection conducted at Mayuri has shown some improvement. A re-inspection is scheduled soon. An administrative meeting will be held with the owner in March.

During a recent snow storm, a paint odor complaint was received from a resident living at 11 Central Street. The resident complained the odors were coming from Westboro Autobody Shop. The resident has complained several times over the last few years about the odors. The DEP has inspected the shop and found the company in compliance. The stack height is fine; the shop is using the correct filters. The shop is not licensed by the BOH, but the office has kept records of the complaints, inspections / discussions with the DEP and the shop's owner.

Director Baccari's request for a transfer of funds (\$3,000) was approved by the Finance Committee.

Director Baccari contacted the health agents at four different boards of health that have Target stores in their towns to see how they regulate the choke-saving requirement. All four agents said as long as someone in the store is trained, the requirement has been met. After considerable discussion, Acting Chairman Ehrlich said he understood the staff's concerns, but he didn't want to make any changes at this time.

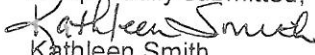
Board members were reminded to complete the online state ethics test and conflict of interest law training that is required every two years for all individuals who serve in municipal agencies.

There was a power outage around midnight on February 16<sup>th</sup> in the vicinity of Lyman Street due to a snapped pole. Approximately 30 homes were affected. Director Baccari was contacted and later that morning attended a meeting with other department heads. The decision was made to open a warming shelter at the High School; the library was the location used. A "code red" was sent out to residents in the impacted area. No one showed up at the shelter. Power was restored by 2 p.m. and the warming shelter was closed.

There being no further business, the meeting adjourned at 6:20 p.m.

The next meeting will be held Tuesday, March 17, 2015.

Respectfully submitted,

  
Kathleen Smith

Contract- dated 02/17/15 at 8:12am

**CONSTRUCTION CONTRACT BY AND BETWEEN TURNPIKE PARK  
COOPERATIVE INC. AND NORTHBORO SEPTIC SERVICES, INC.**

This Construction Contract (the "Contract") is made as of February 17, 2015 (the "Effective Date") by and between Turnpike Park Cooperative, Inc. of 165 Turnpike Rd, Westborough, Massachusetts 01581 ("owner"), and Northboro Septic Service, Inc. of 124 Main St. Northborough, Massachusetts 01532 ("contractor").

Contractor desires to provide Construction services to Turnpike Park Cooperative, Inc. and Turnpike Park Cooperative, Inc. desires to obtain such services from Contractor.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on Spring 2015, Contractor will provide to Turnpike Park Cooperative, Inc. the services described in the attached Exhibit A (collectively, the "Services").

**2. SCOPE OF WORK.** Contractor will provide all services, materials and labor for the construction of Excavation Project and installation of sewer and water mains as more accurately described in the attached Exhibit A at the property of Turnpike Park Cooperative, Inc. located at: 165 Turnpike Park, Westborough, Massachusetts, 01581 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and standard Osha Practices and all required tools and machinery needed for completion of construction.

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Turnpike Park Cooperative, Inc. will make available to Contractor all plans, specifications,

from entering upon the Project site until a certificate of insurance indicating full compliance with these requirements is received and approved by Owner. Failure of Owner to demand such certificate of insurance or failure of Owner to identify a deficiency in such evidence, shall not be construed as a waiver of Contractor's obligation to purchase and maintain such insurance.

**Commercial General Liability:**

(a) Commercial General Liability Coverage with minimum limits not less than the following \*

General Aggregate Limit \$2,000,000  
Products-Completed \$2,000,000  
Operations Aggregate Limit Personal & Advertising \$1,000,000  
Injury Limit Bodily Injury and Property \$1,000,000  
Damage Liability - Each  
Occurrence Limit

Owner shall be named as Additional Insured. Additional Insured coverage shall apply to any all liability arising out of Contractor's Work, and applies: (i) whether such work is performed by Contractor or performed by others on behalf of Contractor; and (ii) regardless of acts or omissions of the Additional Insured(s). Additional Insured coverage shall not be limited to general supervision of Contractor's Work. Such insurance secured by the Contractor shall be on a primary basis with the Additional Insured's own insurance coverage or self-insurance being excess and non-contributory. In addition, Additional Insured coverage shall extend to include Products and Completed Operations coverage.

Contractor is responsible for insuring its own tools and equipment and any tools and equipment which Contractor utilizes in connection with its Work.

By requiring the insurance as set forth above, Owner does not represent that the coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under any indemnification provided to Owner (whether pursuant to the Contract Documents or otherwise).

Contractor shall further carry a Performance Bond sufficient to cover the full costs and scope of this contract. Contractor shall apply for said bond within 7 business days of signing this agreement. Contractor shall furnish said Performance bond within 30 days of signing this agreement.

**12. CONFIDENTIALITY.** Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to Turnpike Park Cooperative, Inc.. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

drawings, blueprints, and similar construction documents necessary for Contractor to provide the Services described herein. Any such materials shall remain the property of Turnpike Park Cooperative, Inc.. Contractor will promptly return all such materials to Turnpike Park Cooperative, Inc. upon completion of the Services.

**4. COMPLIANCE WITH LAWS.** Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**5. WORK SITE.** Turnpike Park Cooperative, Inc. warrants that Turnpike Park Cooperative, Inc. owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Turnpike Park Cooperative, Inc. shall provide an easily accessible building site which meets all zoning requirements for the infrastructure.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents or engineering plans give other specific instructions concerning these matters. If the Contract Documents and or engineering plans give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**6. MATERIALS AND/OR LABOR PROVIDED:** Contractor may substitute materials only with the expressed written approval of Turnpike Park Cooperative, Inc., provided that the substituted materials are no lesser quality than those previously agreed upon by Turnpike Park Cooperative, Inc. and Contractor.

Unless otherwise provided in the Contract Documents or Engineers Plans, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work as provided for in Exhibit B.

**7. PAYMENT.** Payment shall be made to Northboro Septic Services, Inc AT 124 Main St. Northborough, MA 01532. Turnpike Park Cooperative, Inc. agrees to pay the total sum of \$549,000.00 as set forth in the attached Exhibit B.

Based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amount as required by the terms of Exhibit B.

At least 5 days before the date established date for each progress payment, the Contractor shall give an invoice to Engineer and to owner. Engineer and Owner shall have 5 days from the date of such invoice submission to approve payment or issue written denial of such payment and specific reasons thereof.

Contractor reserves the right to suspend labor and work if payment is not made as agreed upon in this contract and addenda.

**8. TERM.** Contractor shall commence the work to be performed within 30 days of Spring 2015 and shall complete the work on or before Fall 2015, time being of the essence of this contract.

The final payment under the Contract shall not become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) an unconditional lien release in a form satisfactory to the Owner that in consideration of all prior payments and of final payment, the Contractor releases and forever discharges the Owner from all claims, demands, obligations and liabilities of every kind arising out of or relating to the Contract other than those claims specifically enumerated in the statement, (3) any record drawings and other similar items, (4) any warranties, instructions and maintenance manuals for specific pieces of equipment, and (5) other data and certificates establishing payment or satisfaction of all such obligations, such as receipts, releases and unconditional waivers of liens from subcontractors, materialmen and/or suppliers arising out of the Contract. Owner hereby agrees to provide the Contractor with the above referenced forms for review prior to such final payment date. Owner to provide to contractor documents for items 1&2 and shall be subject to contractors review and approval.

**9. CHANGE ORDER.** Turnpike Park Cooperative, Inc., may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by both parties. Such Change Orders shall become part of this Contract. Turnpike Park Cooperative, Inc. agrees to pay any increase in the cost of the Construction work as a result of any written, dated and signed Change Order.

When the Owner is considering making a change, the Owner will send to the Contractor a description and details of the proposed change and request the Contractor to submit a proposed adjustment to the contract sum. The Contractor shall send to the Owner within five (5) working days of receipt of the description of the proposed adjustments to the contract sum and the contract time. If requested, the Contractor shall provide such documentation and estimates supporting his proposed adjustments as the Owner may require and shall meet with Owner for negotiation. If the Owner has approved the change, the Contractor shall proceed with the change and the Owner and Contractor shall prepare an appropriate "Change Order" to be signed by the Contractor and the Owner and recording the change and the adjustments to the contract time and contract sum.

Except in the case of minor changes in the Work authorized by the Engineer in accordance with this contract, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order.

**10. PERMITS.** Turnpike Park Cooperative, Inc. shall obtain all necessary building permits and town fees. Contractor shall apply for and obtain any other necessary bonds and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Contractor under this Contract.

The Contractor shall be responsible for determining that all labor and materials furnished for the Work meet all the requirements of applicable codes and regulations and the Contract Documents, and shall comply with all federal, state and local laws, statutes and regulations binding on the Work.

**11. INSURANCE.** Before work begins under this Contract, Contractor shall furnish certificates of insurance to Turnpike Park Cooperative, Inc. substantiating that Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Massachusetts and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

Contractor shall furnish satisfactory evidence to Owner prior to the commencement of the Work that the following coverages, including the minimum specific amounts required, are in force. Contractor shall furnish certificates of insurance with the name of the project stated on the certificates prior to the beginning of on-site operations. Owner shall have the right, but not the obligation, to prohibit Contractor or any contractor or subcontractor

Upon termination of this Contract, Contractor will return to Turnpike Park Cooperative, Inc. all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Contract.

**13. INDEMNIFICATION.** With the exception that this Section shall not to be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of Massachusetts, Contractor shall indemnify Turnpike Park Cooperative, Inc. against, hold it harmless from and defend Turnpike Park Cooperative, Inc. from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with Contractor's Services performed under this Contract.

Contractor shall not, and its subcontractors shall not, discriminate against, or segregate any person or group of persons on account of, sex, marital status, race, color, religion, creed, national origin or ancestry in connection with this Contract, any subcontract or the Work, nor shall the Contractor itself or any person claiming under or through it, establish or permit any such practices of discrimination or segregation with reference to the selection, location or number of materialmen, subcontractors or otherwise with respect to the Work.

**14. WARRANTY.** Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects. Contractor shall construct the water and sewerage systems in conformance with the plans, specifications, and any breakdown and binder receipt signed by Contractor and Turnpike Park Cooperative, Inc..

Contractor warrants and represents to Owner that Contractor is solvent, can timely pay its debts, has sufficient working capital to complete this Contract in accordance with its terms, has the required experience in staff and is fully qualified to perform and complete the Work, holds all licenses and permits required by law to undertake, perform and complete the Work. Contractor further warrants and represents to Owner that Contractor has reviewed the Contract Documents, understands the contents thereof and that the Work can be completed within the contract time in accordance with the budget for the Work.

**15. FREE ACCESS TO WORKSITE.** Turnpike Park Cooperative, Inc. will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours.

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities

and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**16. UTILITIES.** Contractor shall use best efforts to ensure all water and sewer utilities shall be operable during the construction term without substantial interference. Owner to provide alternative and temporary facilities in garage or other common access for the park.

**17. INSPECTION.** Turnpike Park Cooperative, Inc. shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue.

**18. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- b. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- c. The failure of Turnpike Park Cooperative, Inc. to make the building site available or the failure of Contractor to deliver the Services in the time and manner provided for in this Contract.

**19. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Massachusetts, if a party defaults by failing to substantially perform any provision, term or condition of this Contract the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 15 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic breach of this contract by the defaulting party.

**20. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations

gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**21. ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceedings related to this Contract, the parties shall continue to perform their respective obligations under this Contract. In the event arbitration is necessary, each party shall be solely responsible for its attorney fees and costs.

**22. ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties, however any conflicts between Exhibit B and this contract, Exhibit B shall control.

**23. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**24. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by each party.

**25. GOVERNING LAW.** This Contract shall be construed in accordance with, and governed by the laws of the State of Massachusetts, without regard to any choice of law provisions of Massachusetts or any other jurisdiction.

**26. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**27. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**28. SIGNATORIES.** This Contract shall be signed on behalf of Turnpike Park Cooperative, Inc. by Scott Knox, President and Andrew Curtis as president of Northboro Septic Services, Inc. and shall be effective as of the date first written above.

**29. COMPLETION.** The Contractor shall obtain and delivery promptly to the Owner any occupancy permit or any certificates of final inspection of any part of its Work or operating permits for any mechanical apparatus, which may be required by law to permit use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Owner shall be a condition precedent to completion of the Work.

**30. CONCEALED/UNKNOWN CONDITIONS.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer as soon as commercially reasonable thereafter. The Engineer will within a commercially reasonable amount of time investigate such conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. The parties agree that Contractor shall not be liable under any time provision obligations stated herein should work be stopped pending engineer adjustments or approvals for change orders.

Owner:


Turnpike Park Cooperative, Inc.

By: \_\_\_\_\_

Scott Knox  
President

17 FEB 2015

Contractor:  
Northboro Septic Services, Inc.

  
Andrew Curtis

Contractor's License: Holding = HE 083649  
Westboro BOH 15-01  
TS-147

## EXHIBIT "A"

There were no submissions with Exhibit "A".

## EXHIBIT "B"

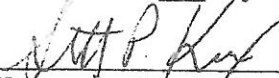
There were no submissions with Exhibit "B".


**25. Entire Agreement:** This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede, substitute for and satisfy all prior offers, negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. This agreement shall be interpreted under the laws of the State of Massachusetts. Any litigation under this agreement shall be resolved in the trial courts of Massachusetts.

BY: 

Michael Sloss, Managing Director – Resident Ownership Capital, LLC

ACCEPTED THIS 10 day of February, 2015 by:

  
\_\_\_\_\_  
Scott Knox – President, Turnpike Park Cooperative, Inc.

  
\_\_\_\_\_  
~~Fred Forte – Treasurer, Turnpike Park Cooperative, Inc.~~  
Bob Parker, VICE President.

## CHANGE ORDER

Turnpike Park Cooperative  
165 Turnpike Road  
Westborough, MA 01581

Attn: Engineer  
Dated 02/17/15

Here are some of the changes that we would like you to consider to get this project within the Turnpike Parks budget:


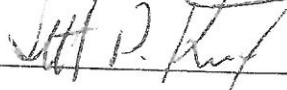
- Change water mains from 4" to 2" Blue PE (200 PSI)
- Change laterals from 6" to 4" SDR 35 (from Main to front of each trailer)  
(OK'D by Westboro DPW)
- Change water services to ¾" blue PE 200 psi (ok'd by DPW)
- Change end of Laterals to just under front skirts instead of up side of trailers (Access problems and underground utility location problems are dangerous), avoid decks, steps, patios and fuel tank, etc. (ok'd by DPW)
- Asphalt 3" instead of 4" (2" base/1" top, on top of compacted base.) (ok'd by DPW)
- Move silt fence back to edge of lawn/tree line, area for stock piles and materials (must check with Con Com- DPW said it should not be an issue)
- Any pressure testing of lines to be done from Oak Street to the 1<sup>st</sup> manhole, it's a 100' +/- distance, this will allow us to work with the park "live" to minimize down time to the trailers. All manhole structures to be vacuum tested. (Ok'd by DPW)
- Change Pump chamber to duplex ½ hp grinder pumps, external duplex panel on outside of garage with audio/visual alarm and battery back up for alarm with optional plug for generator (generator to be provided by trailer park) (Ok'd by DPW)
- Curb stops changed to ball valve on vertical pipe 2' below grade, inside 12" diameter well (2' section of HDPE pipe) on inside edge of trailer (this will allow heat tape and insulation to extend 2' below grade). (Ok'd by DPW)
- Changed meter pit to 2" (Red Head) standard meter pit. Cut sheet provided by Westboro DPW. (DPW suggested and approved by them)
- Removal of trash in West area of park, will be an additional charge. (To be decided)

I agree with these changes and understand that this will be considered a change order.

Lenard Engineering  
Authorized personnel: \_\_\_\_\_

Andrew Curtis  
President NorthboroSeptic Service, Inc. \_\_\_\_\_

Turnpike Park Cooperative  
Authorized personnel: \_\_\_\_\_

  
 17 FEB 2015