



TOWN OF HANOVER
DEPARTMENT OF MUNICIPAL FINANCE
550 HANOVER STREET
HANOVER, MASSACHUSETTS 02339
(781) 826-5000
(781) 826-5239 (fax)
Website: www.hanover-ma.gov

TO: Board of Selectmen
FROM: Lincoln Heineman, Director of Finance
RE: Becker Arena Products Payment Review

In response to a request from the Board, the following recounts the Town of Hanover's process in issuing, from the Parks & Recreation Revolving account, a payment to Becker Arena Products on October 19, 2017. This memo is focused on the steps that led to the issuance of this payment, identifies the gap in procedure that led to the payment, and recommends next steps to avoid this type of payment in the future.

I identified two issues with the Becker Arena Products invoice related to its receipt, approval, and payment. The first issue is related to internal Finance Department processes:

- The invoice in question is addressed to Build the Boards at 1 Main Street in Hanover. Standard Department practice is that invoices paid by the Town should always be addressed directly to it, rather than to another entity.

The second issue is related to the Town's Departmental Revolving Funds Bylaw:

- This bylaw (Section 6-31 of the Town's General Bylaws) specifies that the Community Services Director is the "The department or agency head, board, committee or officer authorized to spend from [the Recreation Revolving Fund]. In the case of the October 19, 2017 payment to Becker Arena Products, this signature was not obtained. Instead, Town Manager Troy Clarkson signed the invoice approving payment. It is furthermore the Finance Department's policy to require that the relevant Department Head sign off on every invoice before it is processed for payment. Again, in this case that did not occur.

The accounts payable procedures generally practiced by the Town of Hanover are sound. A random review of a sampling of recent invoices indicates that all other reviewed invoices, with the exception of that from Becker Arena Products, were appropriately addressed to the Town of Hanover, and not any other entity.

Furthermore, every other reviewed invoice was signed by the appropriate Department Head. Each invoice paid by the Town of Hanover is stamped indicating "Goods & Services Received

and Approved for Payment,” and in every case except the Becker Arena Products invoice, the appropriate Department Head had signed in the attendant signature line. Further, other fields stamped on every invoice paid by the Town, and that are required to be complete prior to payment, are fields in which to indicate the budgetary Account Number from which the invoice is to be paid and the unique 5-digit Vendor Number assigned to each vendor by the Town. Of all the invoices that were reviewed in the random sample, in every case both of these fields were completed by staff.

In order to avoid in the future the type of issue that was experienced with the Becker Arena Products invoice, I’d like to make two primary recommendations:

- First, to update the Town’s Departmental Revolving Fund Bylaw to require a second approval for each of the Town’s 6 Revolving Funds beyond that of the relevant Department Head for any expenditure above a \$5,000 or \$10,000 threshold (depending on the Revolving Fund in question). In the case of the Recreation Revolving Fund, this additional approval would be by a vote of the Parks & Recreation Board. This dual approval would ensure that significant expenditures are approved not only by the relevant Department Head, but also by the relevant oversight Board (or Town Manager in the case of the Public Safety Vehicles Revolving Fund). Further transparency would be achieved by requiring that financial information on each fund be included in the annual Town Report. A copy of the proposed bylaw change that would effectuate these improvements is included in the draft May 2018 Annual Town Meeting warrant, and attached here.
- Second, I recommend that the Town adopt a new Internal Control Plan codifying many of the existing and positive practices already followed by the Town. For example, one excellent accounts payable practice presently in place is that before payment every invoice paid by the Town be signed by the relevant Department Head certifying four items: 1) that the goods and/or services were received, 2) that the amount to be paid is correct as specified on the invoice, 3) the specific budgetary account from which the invoice is to be paid, and 4) that the unique 5-digit Vendor Number assigned by the Town to the relevant vendor is correct. A new Internal Control Plan would also specify, for example, that every invoice to be paid by the Town be addressed directly to it.

Also incorporated into this new and more comprehensive Internal Control Plan could be, for example, other existing policies adopted by the Board of Selectmen, including the Tax Title Policy & Procedure and the Procurement Card Policy & Procedures.

Attached here is a sample Internal Control Plan I created for the Massachusetts Committee for Public Counsel Services. The accounts payable and other financial controls instituted by this document could be implemented in whole or in part by the Town of Hanover to confirm in writing the Town’s existing conformance to good accounts payable and other finance practices.

Finally, also attached to this memo is a timeline of the events leading up to the October 19, 2017 payment to Becker Arena Products, the contract with Becker, and specific details of the payment to this vendor.



TOWN OF HANOVER
550 HANOVER STREET, SUITE 29
HANOVER, MASSACHUSETTS 02339
781-826-5000 ext. 1084

Anthony Marino
Acting Town Manager

On October 19, 2017 a check made payable to Becker Arena Products was issued from the Park and Recreation revolving account; the timeline below was the communications that led up to this check being issued.

December 13, 2016, thru February 24, 2017

Email communications about the purchasing the boards for the new street hockey rink between Troy Clarkson, Robb Olexin from Becker Arena Products and John Mahoney from the Build the Boards group. These emails produced the draft revision #1 of the contract between Becker Arena Products and the Town of Hanover. (Emails and revision #1 of the contract are attached.)

May 10, 2017

Contract with Revision #2 that contained lacrosse verbiage is forwarded to John Mahoney from Robb Olexin. John Mahoney then forwards this email to Troy Clarkson, Chris Carney, and Bob Melone

May 15, 2017

The Town of Hanover Planning Board approves the Build the Boards location at B. Everett Hall Field adjacent to the ball field near the access road. After several meetings, this project is approved, and the engineering work was performed by Merrill Associates which was paid for by the Town of Hanover from the Parks and Recreation revolving account since the project was on Parks and Recreation land and the storm water impact on the ball fields needed to be considered. The total of these bills were approximately \$5,000.

June 16, 2017

Robb Olexin from Becker Arena Products reaches out to Troy Clarkson and asks for an update on the hockey rink project stating it had been a few months since they last communicated about the project.

September 14, 2017, thru September 26, 2017

Another round of emails between Troy Clarkson, Robb Olexin and John Mahoney about some more changes to the contract and the final version that was signed (Revision #3). On September 18, 2017, Troy Clarkson indicates that the proposal looked satisfactory and planned on signing it by the end of the week.

September 27, 2017

Troy Clarkson signs the quote/contract with Becker Arena Products; inquiries about an invoice for the 45% required a deposit to place the order. Mr. Clarkson references an email from Bryan Leblanc from MHTL to Fire Chief Jeff Blanchard from March 10, 2015, about procuring a fire pumper through a cooperative purchasing group to purchase supplies and its compliance with MGL, c. 30B. Mr. Clarkson asks Robb Olexin from Becker Arena Products to make sure that the National Joint Powers Alliance (NJPA) complies with the

Massachusetts requirements. Mr. Olexin replies back that he and Laurie Preston from his office have reviewed the requirements and is confident that the NJPA meets or exceeds the MA requirements. They refer to a project that they just completed in Gloucester, MA.

October 2, 2017

Mr. Clarkson signs the revision #3 document again as they checked off the wrong boxes about which option the Town of Hanover was purchasing. Mr. Clarkson notes in his email that this purchase complies with MGL. Ch. 30B as described in the 2015 email from Bryan LeBlanc from MHTL. At this point, an invoice for the 45% deposit was requested. A copy of the email thread and the signed agreement was forwarded via email to Chris Carney from Troy Clarkson.

October 3, 2017

Ed Alicea, Chairman of Parks and Recreation Committee, responds to Mr. Clarkson's email from September 7, 2017, about the Parks and Recreation Committee continuing their support of the project. Mr. Alicea responded that he fully supported the project and would support anything for the kids in town. None of these emails contained any reference to using funds from the Parks and Recreation account to pay for the boards.

October 5, 2017

The email thread between Laurie Preston, Robb Olexin from Becker Arena Products and Troy Clarkson about the invoice and supplying the tax-exempt certificate. Chelsea Stevens was copied on the email thread and forwarded the tax-exempt certificate to Becker Arena Products. The fully executed contract along with the deposit invoice was forwarded to Mr. Clarkson with a request for a "ship to" address.

October 10-13, 2017

Invoice from Becker Arena products in the amount \$45,819.60, which is the 45% deposit amount is processed by Troy Clarkson using the internal expenditure process. Mr. Clarkson signed the Invoice in the stamped box required by the accounting department to process this bill from the Parks and Recreation revolving account. In accordance with Article 19 of the May 2017 Town Meeting, the required signature for funds to be expended from this account is the Director of Community Services which in this case would be Anthony Marino. This invoice was processed without Anthony Marino's signature.

October 13, 2017

Todd Close from Becker Arena Products reaches out to Troy Clarkson and introduces himself as the project manager for this project. Projected having drawings ready by November 10th for the Town to review. This email also laid out a tentative project schedule with delivering on or about June 2018 and some requirements for the Town of Hanover to meet to accept delivery.

October 17-19, 2017

The warrant was presented by the Acting Finance Director/Town Accountant Chelsea Stevens to the Town Managers office for approval. Mr. Clarkson was away on vacation, and the warrant was left for Assistant Town

Manager Anthony Marino to sign. The warrant was signed by Mr. Marino, and the check was processed on October 19, 2017, and mailed to Becker Arena Products.

October 20- November 3, 2017

Project Manager Arthur Ceurvels was contacted by Becker Arena Products to review the drawings for the new street rink boards; Art forwarded the design drawings to Bob Melone to sign off. Bob Melone responded to Art on November 3, 2017, and authorized the design sketches.

November 6-10, 2017

Acting Town Manager Anthony Marino is asked by Chairman Delaney about a deposit made for the new street hockey rink; Dave was asked about the deposit by Paul Nimiskern. Mr. Marino did not know about the payment but started to look into when it was processed and from what account.

November 20, 2017

After researching the payment and discussing the process with Bob Melone from the Build the Boards group. Mr. Marino confirmed that Build the Boards had no knowledge that his signature was required on the invoice and quickly understood that Mr. Marino and the Parks and Recreation Committee had no knowledge of the \$45K payment being made from the revolving account and offered to do whatever it took to get the monies back into the account. At the BOS meeting on November 20, 2017, this came up during the Build the Boards presentation, and Mr. Marino confirmed that the payment was processed thru the Town Managers office in early October 2017.

November 27-30, 2017

At the BOS meeting, the chairman of the Advisory Board Ted Hickey inquired about the funds that were spent for the deposit on the street hockey rink boards. Mr. Marino incorrectly stated that the check was made payable to Build the Boards when in fact the check was cut directly to Becker Arena Products.

December 4 – 8, 2017

After doing some more research, Mr. Marino finds the email thread that is referenced above and locates the contract that was signed by Mr. Clarkson with Becker Arena products for the construction and delivery of the street hockey rink boards. The contract was with Mr. Troy Clarkson, John Mahoney and Build the Boards of 1 Main Street, Hanover MA. After consultation with Town Counsel, Mr. Marino starts the process of requesting the funds back from Becker Arena products citing an internal accounting error and the fact that the check should not have been cut. Becker Arena Products agrees and asked for something in writing from the Town to start the refund process.

December 11-15, 2017

After several conversations with Becker Arena Products about how the design and architectural fees totaling \$2,500 will be paid for, Bob Melone from Build the Boards agrees to pay for the design and architectural fees

so the Town of Hanover will be refunded in full for the monies spent from the Park & Recreation Revolving account.

December 22, 2017

The Town of Hanover received the check from Becker Arena Products for \$45,819.60 which was deposited back into the Parks and Recreation revolving account. Build the Boards has asked the Community Preservation Committee to fund \$110,000 and will fundraise for the remaining monies to make up the \$45K difference.

Troy Clarkson

From: John Mahoney <jmmahoney1975@gmail.com>
Sent: Monday, January 23, 2017 3:32 PM
To: Troy Clarkson
Cc: Robb Olexin
Subject: Re: Emailing - HANOVER, MA 11.10.16.pdf

I say we definitely have the prevailing wage pricing so we are covered.

We can always select the "supervision" install in order to save money and we would have more than enough volunteers to help with labor

That's what Marshfield did

Thanks

Sent from my iPhone

On Jan 23, 2017, at 2:28 PM, Troy Clarkson <troy.clarkson@hanover-ma.gov> wrote:

Ok.

John, do you have any thoughts on the prevailing wage issue?

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Monday, January 23, 2017 2:26 PM
To: Troy Clarkson
Cc: John Mahoney
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Got it thanks Troy... I do not have any alternatives. I know prevailing is prevailing. And sometimes the prevailing wage rates are awash with what quoted already and what we pay our guys hourly. We will have to see. It will be in our next quote.
RO

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Monday, January 23, 2017 1:19 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Cc: John Mahoney <jmmahoney1975@gmail.com>
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Since this is a public project on public property, I'm not aware of how we would not be paying prevailing wages, but I'm happy to listen to an alternative viewpoint.

TBGC

Troy B.G. Clarkson

Town Manager
Town of Hanover
781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Monday, January 23, 2017 2:18 PM
To: Troy Clarkson
Cc: John Mahoney
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Troy one question that I did not ask you.

If we supply the labor for the installation (or even the supervision of the installations) of these systems. Will Becker Arena Products be required to pay "Prevailing Wages" per Hanover's labor policies? This can be a common thing for any community in Mass, or the US for that matter. When John M asked us to price this he stated that "prevailing wages" would "**not**" be required. I want to make sure that you are covered on this so please get back to me asap with this answer so I can get you your revised quote to you Friday.

Thanks Troy,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
1-800-234-5522 office
1-612-968-9196 cell
www.beckerarena.com
www.rinkequipmentresource.com
<image001.jpg> <image002.jpg> <image003.jpg>

"Trusted supplier to the ice rink industry since 1988"

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Monday, January 23, 2017 12:40 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Cc: John Mahoney <jmmahoney1975@gmail.com>
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Robb:

Sure thing. I'm just finishing something up. I'll call you about 1:50.

TBGC

Troy B.G. Clarkson

Town Manager

Town of Hanover

781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]

Sent: Monday, January 23, 2017 1:35 PM

To: Troy Clarkson

Cc: John Mahoney

Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Hi Troy,

Can we try today? Call my cell 612-968-9196. I just left you a vm on your office line.

Thanks

Robb

Robb Olexin

Project Development/Construction

Becker Arena Products, Inc.

1-800-234-5522 office

1-612-968-9196 cell

www.beckerarena.com

www.rinkequipmentresource.com

<image001.jpg> <image002.jpg> <image003.jpg>

"Trusted supplier to the ice rink industry since 1988"

From: Robb Olexin

Sent: Friday, January 06, 2017 2:37 PM

To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>

Cc: John Mahoney <jmmahoney1975@gmail.com>

Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Ya I had to laugh Troy when I read your email. But really no worries. Next week Monday is the best for me. I am heading to meet with the Packers in GB Tuesday then the Islanders in NY Wed & Thurs and then meet Friday with a small town in Long Island doing exactly what (you) Hanover are doing. If not Monday I am patchy the rest of the week with planes, trains & autos. But fear not, we will connect. If there is anything over email that I can do or answer please feel free to ask. You have my cell if you want to try me over the weekend. As John knows, its winter and I can't golf, so it's pretty much couch time watching golf or sports or Netflix if you want to try me.

Take care, stay warm and have a great weekend (both of you)!

RO

Robb Olexin

Project Development/Construction

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1-800-234-5522 office

1-612-968-9196 cell

www.beckerarena.com

www.rinkequipmentresource.com

<image001.jpg> <image002.jpg> <image003.jpg>

"Trusted supplier to the ice rink industry since 1988"

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]

Sent: Friday, January 06, 2017 2:16 PM

To: Robb Olexin <robb.olexin@beckerarena.com>

Cc: John Mahoney <jmmahoney1975@gmail.com>

Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Robb:

Our conversation seems elusive.

Happy New Year! Let's try to connect next week.

TBGC

Troy B.G. Clarkson

Town Manager

Town of Hanover

781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]

Sent: Thursday, December 29, 2016 10:12 AM

To: Troy Clarkson

Cc: John Mahoney

Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Good morning,

I am back in my office today and tomorrow. You can call either my cell or our office when you get a few minutes.

Office 1-800-234-5522

Cell 1-612-968-9196

Thanks Troy,

Robb

Robb Olexin

Project Development/Construction

Becker Arena Products, Inc.

1-800-234-5522 office

1-612-968-9196 cell

www.beckerarena.com

www.rinkequipmentresource.com

<image001.jpg> <image002.jpg> <image003.jpg>

"Trusted supplier to the ice rink industry since 1988"

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Thursday, December 22, 2016 8:09 AM
To: Robb Olexin <robb.olexin@beckerarena.com>; John Mahoney <jmmahoney1975@gmail.com>
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Robb:

Sorry we continue to play phone tag.

I'm in the office with a light schedule all day tomorrow.

TBGC

Troy B.G. Clarkson

Town Manager
Town of Hanover
781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Tuesday, December 20, 2016 11:41 AM
To: Troy Clarkson; John Mahoney
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Hi Troy,
Are you free to talk? Don't think I need a lot of time for this first call. I am available now and the rest of the day.
My cell 612-968-9196
Robb from Becker.

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
1-800-234-5522 office
1-612-968-9196 cell
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<image001.jpg> <image002.jpg> <image003.jpg>

"Trusted supplier to the ice rink industry since 1988"

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Friday, December 16, 2016 4:57 PM
To: Robb Olexin <robb.olexin@beckerarena.com>; John Mahoney <jmmahoney1975@gmail.com>
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Robb:

Do you have some time to chat early next week?

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Tuesday, December 13, 2016 6:24 PM
To: John Mahoney
Cc: Troy Clarkson
Subject: RE: Emailing - HANOVER, MA 11.10.16.pdf

Hi John and Troy,

That is great news to here that the town is getting this for your community. Sounds like you, John, were a great addition to Hanover (and not just for your property taxes) haha.

Troy I am in my office all day tomorrow. Is there a time that works for you that I can call you to discuss the project and our processes? Let me know and I will schedule us a call.

Have a good night guys,
Robb

Robb Olexin
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www.beckerarena.com
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<image001.jpg> <image002.jpg> <image003.jpg>

"Trusted supplier to the ice rink industry since 1988"

From: John Mahoney [<mailto:jmmahoney1975@gmail.com>]
Sent: Tuesday, December 13, 2016 5:16 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Cc: Troy Clarkson <troy.clarkson@hanover-ma.gov>
Subject: Fwd: Emailing - HANOVER, MA 11.10.16.pdf

Robb,

Can you connect with Hanover Town Manager Troy Clarkson (copied) about contracting the boards for this spring / summer?

We are looking for a July/August install and as discussed looking to utilize the NJPA contract to purchase which the town's school department has utilized in the past.

Let me know if you have any questions

Thanks!

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Tuesday, January 31, 2017 2:27 PM
To: Troy Clarkson
Cc: John Mahoney
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Good afternoon Gents,

Troy you mentioned you had a meeting last night and the hockey rinks were to be discussed. Any updates as to how things went and if you have any questions I am here in my office all week. We are filling up quickly as far as our production goes for this spring/summer and fall. If the meeting went in a positive direction lets discuss.

Take care guys,
Robb

From: Robb Olexin
Sent: Thursday, January 26, 2017 5:40 PM
To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>; John Mahoney <jmmahoney1975@gmail.com>
Subject: HANOVER, MA 01.25.17 Rev1.pdf

Good afternoon Gents,

Here attached is the revised pricing for the rinks in Hanover per my recent conversation with Troy. We have added full installation options to our proposal. We have also included in all labor prices "prevailing wage rates" reflective of the Town of Hanover.

I also attaching these two links that have great NJPA information for you (Troy) to bring to council.

<https://docs.google.com/document/d/1qkmZW3r3BX3uQh2eHbu-NOXZN8eTbDOdiDKUklcQN9wE/edit>

<https://drive.google.com/file/d/0BwbzsiwBor1EbWhLRFpUdI9uX3c/view?ts=588a86d6>

John can explain the NJPA and its advantages as well as I can if you want to discuss with him. It was a great success in Marshfield.

Please review and call or email me any questions.

Thanks guys,
Robb

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"Trusted supplier to the ice rink industry since 1988"

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Thursday, February 23, 2017 6:27 AM
To: Troy Clarkson; John Mahoney
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Good morning,

Hope all is well and your starting to see some spring weather out east!

I thought I better check in and see if there were any updates on the "rinks". I am always available to discuss the project if either of you have any questions or concerns. If you care to call after hours my cell is always on and I am pretty much available all the time.

Let me know if things are moving forward please. We are starting to really book up for the spring/summer and fall and if we are being considered for the project we should speak and get some dates on the calendar.

Take care and hope to get an update from you,

Robb

Robb Olexin
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"Trusted supplier to the ice rink industry since 1988"

From: Robb Olexin
Sent: Thursday, January 26, 2017 5:40 PM
To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>; John Mahoney <jmmahoney1975@gmail.com>
Subject: HANOVER, MA 01.25.17 Rev1.pdf

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<https://drive.google.com/file/d/0BwbzsjwBor1EbWhLRFpUdI9uX3c/view?ts=588a86d6>

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Thanks guys,

Robb

Robb Olexin

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www.rinkequipmentresource.com



"Trusted supplier to the ice rink industry since 1988"

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Monday, April 10, 2017 4:51 PM
To: Troy Clarkson
Cc: Mike Upton
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Hi Troy,
Do you have any updates for the hockey rinks?
Robb O

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



From: Robb Olexin
Sent: Friday, February 24, 2017 9:48 AM
To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Good morning Troy,
Thank you very much for this update. Do you think you can tell me a month that the project would be completed? Are we talking "Fall" or "Summer" of this year? I am asking so we can pencil in a month where the boards would be built based on your answer. And you can be off a month either way. One last question. Was there any issues with your council purchasing this project from us, using the NJPA program?
Thanks Troy,
Robb

Robb Olexin
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1-612-968-9196 cell
www.beckerarena.com
www.rinkequipmentresource.com



"Trusted supplier to the ice rink industry since 1988"

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Friday, February 24, 2017 9:22 AM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Robb:

The project is effectively and efficiently winding its way through the local approval process and moving forward.

I'll keep you posted.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Thursday, February 23, 2017 6:27 AM
To: Troy Clarkson; John Mahoney
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

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Let me know if things are moving forward please. We are starting to really book up for the spring/summer and fall and if we are being considered for the project we should speak and get some dates on the calendar.
Take care and hope to get an update from you,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
1-800-234-5522 office
1-612-968-9196 cell
www.beckerarena.com
www.rinkequipmentresource.com



"Trusted supplier to the ice rink industry since 1988"

From: Robb Olexin

Sent: Thursday, January 26, 2017 5:40 PM

To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>; John Mahoney <immahoney1975@gmail.com>

Subject: HANOVER, MA 01.25.17 Rev1.pdf

Good afternoon Gents,

Here attached is the revised pricing for the rinks in Hanover per my recent conversation with Troy. We have added full installation options to our proposal. We have also included in all labor prices "prevailing wage rates" reflective of the Town of Hanover.

I also attaching these two links that have great NJPA information for you (Troy) to bring to council.

<https://docs.google.com/document/d/1gkmZW3r3BX3uQh2eHbu-NOXZN8eTbDOdiDKUklcQN9wE/edit>

<https://drive.google.com/file/d/0BwbzsiwBor1EbWhLRFPuUdI9uX3c/view?ts=588a86d6>

John can explain the NJPA and its advantages as well as I can if you want to discuss with him. It was a great success in Marshfield.

Please review and call or email me any questions.

Thanks guys,

Robb

Robb Olexin

Project Development/Construction

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1-800-234-5522 office

1-612-968-9196 cell

www.beckerarena.com

www.rinkequipmentresource.com



"Trusted supplier to the ice rink industry since 1988"

Troy Clarkson

From: John Mahoney <jmmahoney1975@gmail.com>
Sent: Wednesday, May 10, 2017 9:37 PM
To: Troy Clarkson
Cc: Chris Carney; Bob Melone
Subject: Fwd: Emailing - HANOVER, MA 05.10.17 Rev2.pdf
Attachments: HANOVER, MA 05.10.17 Rev2.pdf; ATT00002.htm

Gents

See attached updated quote with lacrosse verbiage

I am waiting on another one which would be apples to apples that will be less expensive

Thx!

Sent from my iPhone

Begin forwarded message:

From: Robb Olexin <robb.olexin@beckerarena.com>
Date: May 10, 2017 at 5:55:10 PM EDT
To: Unknown <jmmahoney1975@gmail.com>
Cc: "John.Mahoney@oldcastle.com" <John.Mahoney@oldcastle.com>
Subject: Fwd: Emailing - HANOVER, MA 05.10.17 Rev2.pdf

John see attached. With Lacrosse verbiage.
RO

Robb Olexin

Project Development/Construction
Becker Arena Products
Cell 612-968-9196
Office 1-800-234-5522

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Friday, June 16, 2017 2:39 PM
To: Troy Clarkson
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Hello Troy,
Hope all is well with you. Do you have any updates you can share regarding the hockey rink project in your town? It's been a few of months since we last connected.
Thanks in advance Troy,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Friday, February 24, 2017 9:22 AM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Robb:

The project is effectively and efficiently winding its way through the local approval process and moving forward.

I'll keep you posted.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Thursday, February 23, 2017 6:27 AM

To: Troy Clarkson; John Mahoney
Subject: RE: HANOVER, MA 01.25.17 Rev1.pdf

Good morning,

Hope all is well and your starting to see some spring weather out east!

I thought I better check in and see if there were any updates on the "rinks". I am always available to discuss the project if either of you have any questions or concerns. If you care to call after hours my cell is always on and I am pretty much available all the time.

Let me know if things are moving forward please. We are starting to really book up for the spring/summer and fall and if we are being considered for the project we should speak and get some dates on the calendar.

Take care and hope to get an update from you,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
1-800-234-5522 office
1-612-968-9196 cell
www.beckerarena.com
www.rinkequipmentresource.com



"Trusted supplier to the ice rink industry since 1988"

From: Robb Olexin
Sent: Thursday, January 26, 2017 5:40 PM
To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>; John Mahoney <jmmahoney1975@gmail.com>
Subject: HANOVER, MA 01.25.17 Rev1.pdf

Good afternoon Gents,

Here attached is the revised pricing for the rinks in Hanover per my recent conversation with Troy. We have added full installation options to our proposal. We have also included in all labor prices "prevailing wage rates" reflective of the Town of Hanover.

I also attaching these two links that have great NJPA information for you (Troy) to bring to council.

<https://docs.google.com/document/d/1qkmZW3r3BX3uQh2eHbu-NOXZN8eTbDOdiDKUklcQN9wE/edit>

<https://drive.google.com/file/d/0BwbzsjwBor1EbWhLRFpUdI9uX3c/view?ts=588a86d6>

John can explain the NJPA and its advantages as well as I can if you want to discuss with him. It was a great success in Marshfield.

Please review and call or email me any questions.

Thanks guys,
Robb

Robb Olexin

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Wednesday, September 27, 2017 9:07 AM
To: Troy Clarkson
Subject: RE: HANOVER, MA 09.14.17 Rev3.pdf

No worries Troy. So was I. I got back from CO last night and am in the office now. I have a staff meeting at 1:00pm for an hour (your time). Otherwise all day available. You can call me at 1-800-234-5522 and ask for Robb O.
What time works for you?
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Wednesday, September 27, 2017 7:58 AM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: RE: HANOVER, MA 09.14.17 Rev3.pdf

Robb:

Sorry, I was out unexpectedly on Monday. I'm in all day today; let's connect.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Monday, September 25, 2017 1:07 PM
To: Troy Clarkson
Subject: Re: HANOVER, MA 09.14.17 Rev3.pdf

Hi Troy,

Just letting you know I'm up in the mountains in Colorado working. Left you a vm earlier. I'll try calling this afternoon on my way back into Denver.

Thanks

Robb

Robb Olexin

Project Development/Construction

Becker Arena Products

Cell 612-968-9196

Office 1-800-234-5522

On Sep 23, 2017, at 9:01 AM, Troy Clarkson <troy.clarkson@hanover-ma.gov> wrote:

Robb:

We're ready to move forward. Let's connect on Monday and finalize the paperwork and payment.

TBGC

Sent from my iPhone

On Sep 18, 2017, at 7:50 PM, Robb Olexin <robb.olexin@beckerarena.com> wrote:

Great & thanks for the update Troy.

Robb

Robb Olexin

Project Development/Construction

Becker Arena Products

Cell 612-968-9196

Office 1-800-234-5522

On Sep 18, 2017, at 6:22 PM, Troy Clarkson <troy.clarkson@hanover-ma.gov> wrote:

Rob:

Thanks for the follow up. The proposal looks great. I expect to sign the proposal before the end of the week.

TBGC

Troy B.G. Clarkson

Town Manager

Town of Hanover
781-826-5000
www.hanover-ma.gov

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Monday, September 18, 2017 2:03 PM
To: Troy Clarkson
Cc: John.Mahoney@oldcastle.com
Subject: RE: HANOVER, MA 09.14.17 Rev3.pdf

Good afternoon Troy,
Any chance to look at the final dasher board proposal yet? Please keep in mind we have the early purchase discount that we are offering. Any questions give me a call or please sign and return to me at your earliest convenience.
Thanks guys,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com

<image001.jpg> <image002.jpg>
<image003.jpg>

From: Robb Olexin
Sent: Thursday, September 14, 2017 3:40 PM
To: troy.clarkson@hanover-ma.gov
Cc: John.Mahoney@oldcastle.com; Robb Olexin
<robb.olexin@beckerarena.com>
Subject: HANOVER, MA 09.14.17 Rev3.pdf

Good afternoon Troy and John,

Sorry this took so long I've been traveling all week.

See attached revised contract including our early build/purchase discount. Keep in mind we can only discount materials and freight and not labor. Labor prices are labor prices that we have to pay without discounting.

Please call or email me any questions and I am always reachable on my cell phone.

Thanks very much and we really look forward to working on this project with you!

Take care,
Robb

Robb Olexin

Project Development/Construction
Becker Arena Products
Cell 612-968-9196
Office 1-800-234-5522

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Wednesday, September 27, 2017 2:55 PM
To: Troy Clarkson
Cc: Laurie Preston
Subject: RE: Cooperative Purchasing/Fire Pumper

Troy,

I just hung up with Laurie Preston and she reviewed your email and subsequent emails that you sent us. We are confident that the NJPA meets or exceeds the HGAC procedures. The 5 questions that were asked (a,b,c,d &e) of HGAC are exact or at very least similar to how the NJPA does there bidding process. The answer is "yes" to all five. Please refer to the NJPA's website for further info. www.njpcoop.org . Also we have completed many projects in Mass and New England where the municipalities have used the NJPA with us. One example is the ice rink in Gloucester, Mass. If you need to talk to someone there I can provide you with contact information with the city.

- a) advertised a procurement solicitation in a relevant publication;
- b) used specific purchase descriptions in the solicitation;
- c) provided for renewed competition;
- d) used a clear rule for award or determination of best value in its solicitation; and
- e) used an appropriate comparative evaluation process for choosing vendors.

Let me know your thoughts Troy or if you need additional information.

Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



**NJPA AWARDED
CONTRACT**

From: Robb Olexin
Sent: Wednesday, September 27, 2017 12:00 PM
To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>
Cc: Laurie Preston <laurie.preston@beckerarena.com>
Subject: RE: Cooperative Purchasing/Fire Pumper

Great Troy,

I have our VP and Contract Administrator Laurie Preston reviewing your email the NJPA and its compliance. We see no issues and Laurie has said she will email us both a reply to your email stating this compliance. Regarding the invoice. Can you please send me the signed contract now so I can get an invoice generated for the deposit. I need to see that so I can tally up the total to get you the deposit amount required.

Sound good?

Robb & Laurie,

Robb Olexin

Project Development/Construction

Becker Arena Products, Inc.

(612) 968-9196 Cell

(952) 890-2690 Main

robb.olexin@beckerarena.com



**NJPA AWARDED
CONTRACT**

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]

Sent: Wednesday, September 27, 2017 11:34 AM

To: Robb Olexin <robb.olexin@beckerarena.com>

Subject: FW: Cooperative Purchasing/Fire Pumper

Robb:

I've signed the quote and will provide it to later today. We look forward to moving forward. The next step is an actual bill for the 45% deposit. Can you provide that to me?

In order to ensure that the cooperative procurement model we're using is appropriate, please ensure that we comply with the guidance from Town Counsel below.

TBGC

Troy B.G. Clarkson

Town Manager

Town of Hanover

781-826-5000

www.hanover-ma.gov

From: Bryan LeBlanc [<mailto:bleblanc@mhtl.com>]

Sent: Tuesday, March 10, 2015 4:52 PM

To: Jeffrey Blanchard

Cc: Jim Toomey; Troy Clarkson; Bryan LeBlanc
Subject: Cooperative Purchasing/Fire Pumper

Chief:

It was a pleasure speaking with you this afternoon.

As you know, the public procurement laws do allow municipalities to engage in cooperative purchasing for supplies under M.G.L. c. 30B. The ability of public entities to engage in such cooperative purchasing is discussed in M.G.L. c. 30B, §§22-23:

“Section 22. A public procurement unit may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of supplies with public procurement units or external procurement activities in accordance with an agreement entered into between the participants. The public procurement unit conducting the procurement of supplies shall do so in a manner that constitutes a full and open competition.

Section 23. A public procurement unit may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of supplies with public procurement units or external procurement activities in accordance with an agreement entered into between the participants. The public procurement unit conducting the procurement of supplies shall do so in a manner that constitutes a full and open competition.”

The IG has issued guidance, found below, in its September 2013 procurement bulletin.

<http://www.mass.gov/ig/publications/procurement-bulletins/nlsep13.pdf> . The process allows procurement of supplies that have been procured by the federal government or a city, town, county of the Commonwealth or another state if the contract 1) open to Massachusetts governmental bodies and is 2) based on an open and fair competitive process. Local governments have the responsibility to determine if a cooperative contract complies with M.G.L. c. 30B requirements. Municipalities wishing to avail themselves should determine if the procurement authority:

- a) advertised a procurement solicitation in a relevant publication;
- b) used specific purchase descriptions in the solicitation;
- c) provided for renewed competition;
- d) used a clear rule for award or determination of best value in its solicitation; and
- e) used an appropriate comparative evaluation process for choosing vendors.

From what I have been able to glean from the website, the HGAC is a cooperative purchasing group of Texas public entities. It procures contracts through sealed bids. Its procurements appear to be open to Massachusetts public entities.

All of the foregoing should be confirmed. However, in order to confirm that the Town may use the HGAC cooperative procurement, you need answer that HGAC:

- a) advertised a procurement solicitation in a relevant publication;
- b) used specific purchase descriptions in the solicitation;
- c) provided for renewed competition;
- d) used a clear rule for award or determination of best value in its solicitation; and
- e) used an appropriate comparative evaluation process for choosing vendors.

I understand that you will be researching these points and will be advising. Assuming that there is confirmation, I would be of the opinion that the requirements for the use of the HGAC for cooperative purchasing were satisfied in this case. Please let me know.

For your information, full text of the IG’s bulletin appears below.

Please let me know if you have any questions.

Very truly yours,

Bryan Le Blanc

Bryan R. Le Blanc, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive
Suite 410
Quincy, MA 02169-9126
bleblanc@mhtl.com (email)
(617)-479-5000, ext. 1943 (voice)
(617)-479-6469 (fax)

Here is the relevant excerpt from the IG's Sept. 13 Bulletin regarding cooperative purchasing:

"COOPERATIVE PURCHASING

M.G.L. c. 30B defines "cooperative purchasing" as a "procurement conducted by, or on behalf of, more than 1 public procurement unit or by a public procurement unit with an external procurement activity." In theory, cooperative purchasing

(also called collaborative purchasing) can reduce costs and boost efficiency by maximizing the purchasing power of the cooperating entities and by reducing the costs of the purchasing process.

Since the Municipal Relief Act of 2010, local governmental bodies subject to M.G.L. c. 30B have been permitted to purchase supplies (but not services) from contracts that have already been procured by the federal government or a political

subdivision (city, town, county, etc.) of the Commonwealth or any other state, if the contract is: 1) open to Massachusetts

governmental bodies and 2) based on an open and fair competitive process. Local governments have the responsibility to

determine if a cooperative contract complies with M.G.L. c. 30B requirements. Additionally, local governments subject to

M.G.L. c. 30B may conduct or sponsor such cooperative procurements.

In the January 2013 Procurement Bulletin, this Office suggested that local governments use the following guidance to determine whether a cooperative purchasing agreement used a fair and open process. For example, determine if the awarding

authority did the following:

- a) advertised a procurement solicitation in a relevant publication;
- b) used specific purchase descriptions in the solicitation;
- c) provided for renewed competition;
- d) used a clear rule for award or determination of best value in its solicitation; and
- e) used an appropriate comparative evaluation process for choosing vendors.

This Office advises local government bodies to be wary of cooperative purchasing contracts that are akin to mere approved vendor lists, which are not the product of meaningful fair and open competitive bidding procedures likely to comply

with Chapter 30B or best serve the economic interests of your jurisdiction. For example, some contracts will include any vendor

that paid a fee to be added to the list regardless of vendor pricing.

This Office recommends that you understand the terms of the cooperative contracts and the legal and contractual obligations they impose. Cooperative contracts have their own user requirements and stipulations. Some contracts require a

user fee and an application process, while others may not. Some contracts require that your jurisdiction commit to a purchase,

while others simply offer the ability to purchase goods or supplies.

Also, contracts often identify multiple vendors that may offer the same good or supply. The purchaser has the responsibility

to compare the prices and qualifications of the multiple vendors. You are not guaranteed the best price or value by simply choosing any vendor from any cooperative contract. Checking market prices to determine if the cooperative prices

are reasonable and a good value is a sound and prudent business practice. You should also determine whether the product that

is being offered through the cooperative contract is what you need and want. Make sure that you are not settling on a product

that does not meet your needs simply because it is available through the cooperative contract. If the offered product is not

what you want, then determine if you would be better off conducting your own procurement. Finally, make sure you only

purchase what has been specified and competitively procured through the cooperative contract. Purchasers frequently assume

that if a vendor is approved to sell one product, that vendor is also approved to provide other products — even though those

other products are not part of the cooperative contract. This is an incorrect assumption.

Cooperative purchasing has significant cost and time-saving potential for many jurisdictions. However, as with any contractual relationship, these contracts should be used with care and viewed with a requisite amount of healthy skepticism

concerning promises of providing best value and price.

This Office would welcome examples of cooperative purchases that have or have not proved beneficial to your jurisdiction,

as well as recommended strategies for using cooperative purchasing.”

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]

Sent: Monday, March 09, 2015 10:39 AM

To: James A. Toomey

Cc: Jeffrey Blanchard

Subject: HGAC

Jim:

Chief Blanchard has received input from local chiefs on the possibility of the purchase of equipment from the Houston Galveston Area Council (HGAC), a cooperative purchase agency in Texas.

Apparently, several Massachusetts communities have used this successfully for purchases. The nearby town of Hingham recently used HGAC to purchase two pumpers.

With anticipated purchases on this Spring’s Town Meeting warrant, we’d like to explore the possibility of using this as well. Please click on the link and share your thoughts. Thanks!

TBGC

www.hgacbuy.org

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000

Troy Clarkson

From: Janet Tierney
Sent: Wednesday, September 27, 2017 3:41 PM
To: Troy Clarkson
Subject: 9-26-17 - Signed Becker Arena Products Contract
Attachments: 9-26-17 - Signed Becker Arena Products Proposal-Contract.pdf

Hi Troy,
Attached please find the PDF you requested.
Thanks,
Janet

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Monday, October 02, 2017 8:57 AM
To: Troy Clarkson
Cc: Laurie Preston
Subject: RE: Signed Becker Arena Products Contract

Good morning Troy,
Please resend the clean contract as soon as you can and we will get the proper deposit invoice generated.
I am available later this morning if needed.
Thanks,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
www.beckerarena.com
www.rinkequipmentresource.com
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Friday, September 29, 2017 3:10 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: RE: Signed Becker Arena Products Contract

Sorry for the mixup.

Just for clarity, I'd rather provide a clean copy. If you send me a clean copy of the quote, I'll re-send.

We want the supervision, but not the installation.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Friday, September 29, 2017 4:09 PM
To: Troy Clarkson
Subject: RE: Signed Becker Arena Products Contract

Hi Troy,

Thanks for the contract. But there's a but.... You accepted both options for installations for both rinks. You accepted the supervision for both rinks (which is what I think you want), however you also accepted the full installation options for both rinks as well. You also didn't put an "x" accepting the rinks themselves. So I can do the math and make the changes with my assumptions of what you want from previous discussions (I'll accept the rinks and the supervision for you) and we will send the contract back Monday morning with an invoice for the deposit. I am re-attaching the contracts for you to see what you did...

Can you email me back now agreeing with my assumption's please.

Thanks Troy,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Friday, September 29, 2017 2:47 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: Signed Becker Arena Products Contract

Robb:

Attached please find the signed Proposal for the area products.

As noted previously, The NJPA Cooperative Purchasing Program complies with the standards and requirements set forth by our Town Counsel for a cooperative purchasing provider under MGL Ch. 30B, the Uniform Procurement Act.

We look forward to moving forward. Please attach this signed proposal to an invoice for the 45% deposit and we will process it forthwith.

TBGC

Troy Clarkson

From: Janet Tierney
Sent: Monday, October 02, 2017 2:02 PM
To: Troy Clarkson
Subject: Becker Arena Products
Attachments: 9-14-17 - Becker Arena Products Quote.pdf

Hi Troy,
Attached please find the PDF you requested.
Thanks,
Janet

Troy Clarkson

From: Chris Carney <redcarney@aol.com>
Sent: Monday, October 02, 2017 6:57 PM
To: Troy Clarkson
Subject: Re: Becker Arena Products Quote

Ok



Chris Carney
Environmental
508-468-7000
Po box 240



South Easton MA 02375

On Oct 2, 2017, at 6:55 PM, Troy Clarkson <troy.clarkson@hanover-ma.gov> wrote:

Had to re-send due to an error on the first one from last week.

Let's get together with the group and chat about delivery and next steps.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

From: Chris Carney [<mailto:redcarney@aol.com>]
Sent: Monday, October 02, 2017 5:35 PM
To: Troy Clarkson
Subject: Re: Becker Arena Products Quote

Thanks



Chris Carney
Environmental
508-468-7000
Po box 240



On Oct 2, 2017, at 5:18 PM, Troy Clarkson <troy.clarkson@hanover-ma.gov> wrote:

Troy B.G. Clarkson

Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Monday, October 02, 2017 3:57 PM
To: Troy Clarkson
Cc: Laurie Preston
Subject: RE: Becker Arena Products Quote

Thank you Troy,
We are excite to work with you and your community on this exiting project. We will get the deposit invoice generated and off to you shortly.
Thanks again,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
www.beckerarena.com
www.rinkequipmentresource.com
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com

<image001.jpg> <image002.jpg>
<image003.jpg>

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Monday, October 02, 2017 1:29 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: Becker Arena Products Quote

Robb:

Here is the executed quote for the arena products.

As we discussed, this order fully complies with the requirements set forth by our Town Counsel to comply with MGL Ch. 30B, the MA Uniform Procurement Act.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

Troy Clarkson

From: Robb Olexin <robb.olexin@beckerarena.com>
Sent: Monday, October 02, 2017 3:57 PM
To: Troy Clarkson
Cc: Laurie Preston
Subject: RE: Becker Arena Products Quote

Thank you Troy,
We are excite to work with you and your community on this exiting project. We will get the deposit invoice generated and off to you shortly.
Thanks again,
Robb

Robb Olexin
Project Development/Construction
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(952) 890-2690 Main
robb.olexin@beckerarena.com



**NJPA AWARDED
CONTRACT**

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Monday, October 02, 2017 1:29 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: Becker Arena Products Quote

Robb:

Here is the executed quote for the arena products.

As we discussed, this order fully complies with the requirements set forth by our Town Counsel to comply with MGL Ch. 30B, the MA Uniform Procurement Act.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover

781-826-5000

www.hanover-ma.gov

Troy Clarkson

From: Laurie Preston <laurie.preston@beckerarena.com>
Sent: Thursday, October 05, 2017 1:23 PM
To: Chelsea Stevens; Robb Olexin
Cc: Troy Clarkson
Subject: RE: Becker Arena Products Quote

Thank you very much.

I will revise and omit the sales tax.

Laurie

From: Chelsea Stevens [<mailto:chelsea.stevens@hanover-ma.gov>]
Sent: Thursday, October 5, 2017 11:38 AM
To: Laurie Preston <laurie.preston@beckerarena.com>; Robb Olexin <robb.olexin@beckerarena.com>
Cc: Troy Clarkson <troy.clarkson@hanover-ma.gov>
Subject: RE: Becker Arena Products Quote

Good Afternoon,

I have attached the Town's tax exemption certificate. If you need anything else please let me know!

Chelsea Stevens
Acting Finance Director/Town Accountant
Town of Hanover
(781) 826-5000 x1037

From: Troy Clarkson
Sent: Thursday, October 05, 2017 9:06 AM
To: Laurie Preston; Robb Olexin
Cc: Chelsea Stevens
Subject: RE: Becker Arena Products Quote

Laurie:

As a government entity, we are tax exempt. I have copied Finance Director Chelsea Stevens on this email; she will provide you the necessary information.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

From: Laurie Preston [<mailto:laurie.preston@beckerarena.com>]
Sent: Thursday, October 05, 2017 9:05 AM

To: Troy Clarkson; Robb Olexin
Subject: RE: Becker Arena Products Quote

Good Morning Troy,

I will be working with you on your contract and pro-forma invoices. I will getting your contract as well as your pro-forma invoice too you today.

Can you tell me if you are taxable or tax exempt? If you are exempt please forward me your exemption certificate so I can process the sales tax accordingly.

Thank you for the order and we look forward to working with you on your project.

Regards,

Laurie Preston
Vice President
Director of HR / Contract Mgmt
Becker Arena Products, Inc.
(952) 567-7706 Direct
(952) 890-2690 Main
laurie.preston@beckerarena.com



From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Thursday, October 5, 2017 7:51 AM
To: Robb Olexin <robb.olexin@beckerarena.com>
Cc: Laurie Preston <laurie.preston@beckerarena.com>
Subject: RE: Becker Arena Products Quote

Robb:

Just checking in on the invoice.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Monday, October 02, 2017 3:57 PM
To: Troy Clarkson
Cc: Laurie Preston
Subject: RE: Becker Arena Products Quote

Thank you Troy,

We are excited to work with you and your community on this exciting project. We will get the deposit invoice generated and off to you shortly.

Thanks again,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
www.beckerarena.com
www.rinkequipmentresource.com
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Monday, October 02, 2017 1:29 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: Becker Arena Products Quote

Robb:

Here is the executed quote for the arena products.

As we discussed, this order fully complies with the requirements set forth by our Town Counsel to comply with MGL Ch. 30B, the MA Uniform Procurement Act.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

Troy Clarkson

From: Laurie Preston <laurie.preston@beckerarena.com>
Sent: Thursday, October 05, 2017 6:04 PM
To: Troy Clarkson; Robb Olexin
Subject: Contract and Pro-forma invoice
Attachments: Hanover, MA Contract.pdf

Dear Troy,

Please find attached your fully executed contract along with the Pro-forma invoice for the initial deposit.

Can you please confirm the ship to address for me?

Please let me know if you need anything else from me at this time.

Again, thanks for the order and we look forward to working with you on your project.

Regards,
Laurie Preston
Vice President
Director of HR / Contract Mgmt
Becker Arena Products, Inc.
(952) 567-7706 Direct
(952) 890-2690 Main
laurie.preston@beckerarena.com



**NJPA AWARDED
CONTRACT**

From: Laurie Preston
Sent: Thursday, October 5, 2017 8:06 AM
To: 'Troy Clarkson' <troy.clarkson@hanover-ma.gov>; Robb Olexin <robb.olexin@beckerarena.com>
Subject: RE: Becker Arena Products Quote

Good Morning Troy,

I will be working with you on your contract and pro-forma invoices. I will getting your contract as well as your pro-forma invoice too you today.

Can you tell me if you are taxable or tax exempt? If you are exempt please forward me your exemption certificate so I can process the sales tax accordingly.

Thank you for the order and we look forward to working with you on your project.

Regards,

Laurie Preston
Vice President
Director of HR / Contract Mgmt
Becker Arena Products, Inc.
(952) 567-7706 Direct
(952) 890-2690 Main
laurie.preston@beckerarena.com



**NJPA AWARDED
CONTRACT**

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Thursday, October 5, 2017 7:51 AM
To: Robb Olexin <robb.olexin@beckerarena.com>
Cc: Laurie Preston <laurie.preston@beckerarena.com>
Subject: RE: Becker Arena Products Quote

Robb:

Just checking in on the invoice.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

From: Robb Olexin [<mailto:robb.olexin@beckerarena.com>]
Sent: Monday, October 02, 2017 3:57 PM
To: Troy Clarkson
Cc: Laurie Preston
Subject: RE: Becker Arena Products Quote

Thank you Troy,
We are excite to work with you and your community on this exiting project. We will get the deposit invoice generated and off to you shortly.
Thanks again,
Robb

Robb Olexin
Project Development/Construction
Becker Arena Products, Inc.
www.beckerarena.com
www.rinkequipmentresource.com
(612) 968-9196 Cell
(952) 890-2690 Main
robb.olexin@beckerarena.com



From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Monday, October 02, 2017 1:29 PM
To: Robb Olexin <robb.olexin@beckerarena.com>
Subject: Becker Arena Products Quote

Robb:

Here is the executed quote for the arena products.

As we discussed, this order fully complies with the requirements set forth by our Town Counsel to comply with MGL Ch. 30B, the MA Uniform Procurement Act.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
www.hanover-ma.gov

Troy Clarkson

From: Todd Close <todd.close@beckerarena.com>
Sent: Friday, October 13, 2017 10:11 AM
To: Troy Clarkson
Cc: Peggy Pelletier; Mike Upton
Subject: Hanover MA Dasher Boards
Attachments: Dasher Tool list.doc

Hello Troy,

My name is Todd Close and I am the project manager for your project. We will have submittal drawings ready for you to review on approximately Friday November 10th. We will send them electronically for your review. Once you receive the drawings, please take time to review and verify all gate locations, gate swings, line locations, and rink layout is correct. Please return via email one signed copy by Friday November 24th to meet your project timeline. If you have any questions regarding the submittal drawing please contact **Peggy Pelletier (project engineer)** at 800-234-5522 or email peggy.pelletier@beckerarena.com. Once we receive your signed copy we can begin the manufacturing process.

We'll be using Basecamp (project software) to share ideas, gather feedback, and track progress during this project. I will be sending you an invite to join the project shortly. Simply log in or create an account and you'll be up and running in no time. You will then be able to easily access your project from your computer, smart phone, or tablet.

Tentatively, we have dasher boards and glass arriving June 2018. We can firm up dates as we get closer.

Please have a forklift with 5 or 6 foot forks and one pallet jacks on-site prior to unloading

We recommend that you have a minimum of 5 or 6 skilled carpenters that can work with our supervisor. Our supervisor is scheduled to be on-site 10 hours a day for 3 consecutive days

I have attached a list of tools and equipment you will need to provide for installation.

Please feel free to call or e-mail with any questions regarding the installation.

Thank you for choosing Becker Arena Products.

Kind Regards,

Todd Close
Project Manager

WE ARE MOVING NOVEMBER 1ST

Our New Address is:

720 Innovation Drive, Shakopee, MN 55379

(952) 567-7714 Direct
(952) 890-2690 Main
todd.close@beckerarena.com



NJPA AWARDED
CONTRACT

Troy Clarkson

From: Laurie Preston <laurie.preston@beckerarena.com>
Sent: Friday, November 03, 2017 7:49 PM
To: Troy Clarkson
Cc: Lindsay Farrington; Erika Garcia
Subject: RE: Invoice

Troy,

Thank you for the update

WE MOVED

Our New Address is:

720 Innovation Drive, Shakopee, MN 55379

Laurie Preston
Vice President
Director of HR / Contract Mgmt
Becker Arena Products, Inc.
(952) 567-7706 Direct
(952) 890-2690 Main
laurie.preston@beckerarena.com



**NJPA AWARDED
CONTRACT**



you for the update.

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Friday, November 3, 2017 1:02 PM
To: Laurie Preston <laurie.preston@beckerarena.com>
Cc: Lindsay Farrington <lindsay.farrington@beckerarena.com>; Erika Garcia <erika.garcia@beckerarena.com>
Subject: RE: Invoice

Laurie:

The law requires services to be provided before final payment.

The Parks and Rec Committee voted to support this project, and the balance will be paid upon delivery of the Boards.

I wish you well on a great project!

TBGC

Troy B.G. Clarkson
Town Manager
781-826-5000
www.hanover-ma.gov

From: Laurie Preston [<mailto:laurie.preston@beckerarena.com>]
Sent: Tuesday, October 31, 2017 4:53 PM
To: Troy Clarkson
Cc: Lindsay Farrington; Erika Garcia
Subject: Invoice

Dear Troy,

Thank you for the order for the dashboards. We would also like to wish you well in your future endeavor. Attached is our invoice with the balance left in the event you need to process that before you leave. John Mahoney and Chris Carney thought you may need it for processing.

Let me know if you do need anything else from me before leaving.

Again, best of luck to you.

WE ARE MOVING NOVEMBER 1ST

Our New Address is:
720 Innovation Drive, Shakopee, MN 55379

Laurie Preston
Vice President
Director of HR / Contract Mgmt
Becker Arena Products, Inc.
(952) 567-7706 Direct
(952) 890-2690 Main
laurie.preston@beckerarena.com



**NJPA AWARDED
CONTRACT**



Arthur Ceurvels Jr.

From: Bob Melone <bmelone@radiusgrp.com>
Sent: Friday, November 03, 2017 8:59 AM
To: Arthur Ceurvels Jr.
Subject: RE: Hanover Dasher Submittal Drawings

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Park & Rec

Hi Art, I apologize for the delay on this. This looks great. Thank you very much.



BOB MELONE Loan Officer MLO NMLS# 20592

t 781.742.6500 x205 | **m** 781.413.6978 | **f** 781.234.1539

600 longwater drive, suite 107, norwell, ma 02061 | radiusgrp.com



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MA #ML1846, ME #SLM6596, NH #7986-MB, RI #20031544LL, FLA #MLD309, CT #17213, NMLS # 1846

From: Arthur Ceurvels Jr. [<mailto:arthur.ceurvels@hanover-ma.gov>]
Sent: Monday, October 23, 2017 11:29 AM
To: Bob Melone <bmelone@radiusgrp.com>
Subject: FW: Hanover Dasher Submittal Drawings

Bob,
As requested, attached you will find the dasher board drawings for your review.
Thanks,
Art



From: Peggy Pelletier [<mailto:peggy.pelletier@beckerarena.com>]
Sent: Friday, October 20, 2017 12:38 PM
To: Arthur Ceurvels Jr.
Cc: Robb Olexin; Todd Close
Subject: Hanover Dasher Submittal Drawings

Mr. Ceurvels:

I have attached the submittal drawings for both the large and small set of dasher boards for Hanover. Please review the drawings and let me know of any changes you would like to make, paying particular attention to the layout, colors, line locations, gate locations, and gate swings. Please return one signed copy via e-mail.

If you have any questions at all please feel free to give me a call at 800-234-5522. Once we receive your signed copy we can begin the manufacturing process. Thank you.

WE ARE MOVING NOVEMBER 1ST

Our New Address is:

720 Innovation Drive, Shakopee, MN 55379

Peggy Pelletier
Design Drafter
Becker Arena Products, Inc.
(952) 567-7733 Direct
(952) 890-2690 Main
peggy.pelletier@beckerarena.com



**AWARDED
CONTRACT**



Anthony Marino

From: Anthony Marino
Sent: Monday, November 27, 2017 5:05 PM
To: Brian Barthelmes (brian.barthelmes@hanover-ma.gov); David Delaney (david.delaney@hanover-ma.gov); Emmanuel Dockter (emmanuel.dockter@hanover-ma.gov); Jocelyn Reardon Keegan (jocelyn.keegan@hanover-ma.gov); John Tuzik (john.tuzik@hanover-ma.gov)
Subject: FW: Build the Boards

Good Afternoon,

The email thread below is the communication that Mr. Clarkson had with Ed Alicia from the Park and Recreation Board and other members of the Build the Boards group.

Anthony Marino
Acting Town Manager
Town of Hanover
781-924-6400
anthony.marino@hanover-ma.gov

From: Bob Melone [mailto:bmelone@radiusgrp.com]
Sent: Monday, October 09, 2017 3:02 PM
To: Chris Carney
Cc: Troy Clarkson
Subject: RE: Build the Boards

Sounds good.



BOB MELONE Loan Officer MLO NMLS# 20592

t 781.742.6500

x205 | m 781.413.6978 | f 781.234.1539

600 longwater drive, suite 107, norwell,

ma 02061 | radiusgrp.com



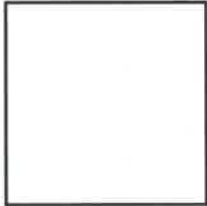
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MA #ML1846, ME #SLM6596, NH #7986-MB, RI #20031544LL, FLA #MLD309, CT #17213, NMLS # 1846

From: Chris Carney [<mailto:redcarney@aol.com>]
Sent: Monday, October 09, 2017 3:04 PM
To: Bob Melone <bmelone@radiusgrp.com>
Cc: Troy Clarkson <troy.clarkson@hanover-ma.gov>
Subject: Re: Build the Boards

I can't , you guys meet ok ?



Chris Carney
Environmental
508-468-7000
Po box 240



South Easton MA 02375

On Oct 9, 2017, at 2:55 PM, Bob Melone <bmelone@radiusgrp.com> wrote:

Perfect. Chris, if that works for you I'll see you both then. Thanks guys.

From: Troy Clarkson [<mailto:troy.clarkson@hanover-ma.gov>]
Sent: Monday, October 09, 2017 2:51 PM
To: Bob Melone <bmelone@radiusgrp.com>
Cc: Chris Carney <redcarney@aol.com>
Subject: Re: Build the Boards

I've got a 2pm meeting. Does 3 Work?

TBGC

Sent from my iPhone

On Oct 9, 2017, at 2:42 PM, Bob Melone <bmelone@radiusgrp.com> wrote:

Works for me too. Troy, I'm happy to stop by if you're around.

BOB MELONE Loan Officer MLO NMLS# 20592

t 781.742.6500 x205 | m 781.413.6978 | f 781.234.1539

<image001.jpg>

600 longwater drive, suite 107, norwell, ma 02061 | radiusgrp.com

<image002.jpg> <image002.jpg> <image002.jpg> <image002.jpg> <image002.jpg> <image002.jpg>

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MA #ML1846, ME #SLM6596, NH #7986-MB, RI #20031544LL, FLA #MLD309, CT #17213, NMLS # 1846

From: Chris Carney [<mailto:redcarney@aol.com>]
Sent: Monday, October 09, 2017 11:14 AM
To: Bob Melone <bmelone@radiusgrp.com>
Cc: Troy Clarkson <troy.clarkson@hanover-ma.gov>
Subject: Re: Build the Boards

Tomorrow 2 o'clock works

<~WRD000.jpg>

Chris Carney
Environmental
508-468-7000
Po box 240
South Easton MA 02375

<~WRD000.jpg>

On Oct 9, 2017, at 10:44 AM, Bob Melone <bmelone@radiusgrp.com> wrote:

I definitely do. I'm wide open tomorrow afternoon after 2,
Wednesday and Thursday anytime. Thanks, Troy.

[<http://www.radiusgrp.com/wp-content/uploads/Bob-Melone-Team-Logo.png>] <<http://www.radiusgrp.com/>>

BOB MELONE Loan Officer MLO NMLS# 20592
t 781.742.6500 x205 | m 781.413.6978 | f 781.234.1539
600 longwater drive, suite 107, norwell,

ma 02061 | [radiusgrp.com](http://www.radiusgrp.com)<<http://www.radiusgrp.com>>
[<http://www.radiusgrp.com/wp-content/uploads/Social-Media-Icons-02.png>]<<https://www.facebook.com/radiusgrp>>
[<http://www.radiusgrp.com/wp-content/uploads/Social-Media-Icons-03.png>]
<<https://twitter.com/radiusgrp>> [<http://www.radiusgrp.com/wp-content/uploads/Social-Media-Icons-01.png>]
<<https://www.linkedin.com/company/radius-financial-group-inc-?trk=tyah&trkInfo=tas%3Aradius+financial,idx%3A1-1-1>> [<http://www.radiusgrp.com/wp-content/uploads/Social-Media-Icons-04.png>]
<<https://www.instagram.com/radiusgrp/>> [<http://www.radiusgrp.com/wp-content/uploads/Social-Media-Icons-05.png>]
<<https://www.pinterest.com/radiusresults/>> [<http://www.radiusgrp.com/wp-content/uploads/Social-Media-Icons-06.png>]
<<https://www.vimeo.com/radiusgrp>>
CLICK TO
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PROFILE VIDEO<<https://vimeo.com/158571629>> | DOWN
PAYMENT ASSISTANCE?<<https://www.workforce-resource.com/dpr/lopmt/Radius?phone=781-742-6500&LO=bmelone@radiusgrp.com&LOA=anielson@radiusgrp.com>>
[om](http://www.radiusgrp.com)>

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MA #ML1846, ME #SLM6596, NH #7986-MB, RI #20031544LL, FLA #MLD309, CT #17213, NMLS # 1846

----- Original message -----

From: Troy Clarkson <troy.clarkson@hanover-ma.gov>
Date: 10/9/17 10:42 AM (GMT-05:00)
To: Bob Melone <bmelone@radiusgrp.com>, "Chris Carney" <redcarney@aol.com> <redcarney@aol.com>
Subject: RE: Build the Boards

Do you guys have some time this week?

TBGC

Troy B.G. Clarkson
Town Manager

Town of Hanover
781-826-5000
<http://www.hanover-ma.gov>

-----Original Message-----

From: Bob Melone [<mailto:bmelone@radiusgrp.com>]
Sent: Wednesday, October 04, 2017 8:45 PM
To: Troy Clarkson; Chris Carney (redcarney@aol.com)
Subject: Re: Build the Boards

Hi Troy, I'd love to meet up. I can meet Thursday morning at 10:30, afternoon around 4, very early Friday morning or Friday around 11. I'm wide open next week except Monday.

If none of those times work I'm sure Chris can take care of it.

Thanks again for everything.

BOB MELONE Loan Officer MLO NMLS# 20592 radius
financial group inc.
t 781.742.6500 x205 | m 781.413.6978 | f 781.234.1539
600 longwater drive, suite 107, norwell,
ma 02061 | radiusgrp.com
<http://apply.radiusgrp.com/1/bmelone> | <https://vimeo.com/158571629> | <https://www.workforce-resource.com/dpr/lopmt/Radius?phone=781-742-6500&LO=bmelone@radiusgrp.com&LOA=anielson@radiusgrp.com>

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----- Original message -----

From: Troy Clarkson <troy.clarkson@hanover-ma.gov>
Date: 10/4/17 8:52 AM (GMT-05:00)
To: Bob Melone <bmelone@radiusgrp.com>, "Chris Carney
(redcarney@aol.com)" <redcarney@aol.com>
Subject: FW: Build the Boards

Good Morning:

Can we meet this week for an update?

The Selectmen would like to schedule an update as well;
preferably at their first meeting in November.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
<http://www.hanover-ma.gov><<http://www.hanover-ma.gov>>

From: Troy Clarkson
Sent: Wednesday, October 04, 2017 8:54 AM
To: 'edwin alicea'
Cc: Arthur Ceurvels Jr.
Subject: RE: Build the Boards

Ed:

Many thanks. We are proceeding with assisting the Build the
Boards Committee with procurement of the boards and site work.

I'll reach out to them today and get an update.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000
<http://www.hanover-ma.gov><<http://www.hanover-ma.gov>>

From: edwin alicea [<mailto:edwin.alicea3@icloud.com>]
Sent: Tuesday, October 03, 2017 10:33 PM
To: Troy Clarkson
Cc: Arthur Ceurvels Jr.
Subject: Re: Build the Boards

Yes - my full support anything for our kids in town.
Thanks
Ed

Sent from my iPhone

On Sep 7, 2017, at 4:47 PM, Troy Clarkson
<troy.clarkson@hanover-ma.gov<<mailto:troy.clarkson@hanover-ma.gov>>> wrote:

Ed:

I have been discussing next steps with the Build the Boards organization, and I believe they're ready to move forward. I'm just affirming that the Parks & Rec Committee remains supportive of moving forward with the project.

TBGC

Troy B.G. Clarkson
Town Manager
Town of Hanover
781-826-5000

<http://www.hanover-ma.gov><<http://www.hanover-ma.gov>>

Becker Arena Products Inc
6611 Highway 13 W
Savage MN 55378-1100 USA

Phone: 800-234-5522
Fax: 952-890-2680

Invoice: 1007700

Pro-forma Invoice

Page: 1 of 1
Date: 10/5/2017

Sold To:
Build the Boards
1 Main Street
Hanover MA 02339 USA

Ship To:
Build the Boards
1 Main Street
Hanover MA 02339 USA

PO Number:

Terms: 45%down, 45%10
day 10%due upon

Sales Rep: Mike Upton

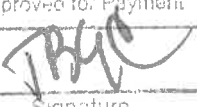
Ship Via: Delivered (included in cost)

Line	Part Number/Description	Quantity	Doc Unit Price	Ext Price
1	HANOVER, MA BAP6.0 GALV STEEL FRAMED DASHER SYSTEM 120X65X20	1.00 EA	58,765.41000 /1 Disc	58,765.41 -4,113.58000
2	INSTALL1 HANOVER, MA - SUPERVISION LARGE RINK 120X65	1.00 EA	6,270.00000 /1 Disc	6,270.00 -313.50000
3	HANOVER, MA BAP6.0 GALV STEEL FRAMED DASHER SYSTEM 65X40X10	1.00 EA	37,910.20000 /1 Disc	37,910.20 -2,653.71000
4	INSTALL1 HANOVER, MA - SUPERVISION OF INSTALLATION 65X40	1.00 EA	6,270.00000 /1 Disc	6,270.00 -313.50000

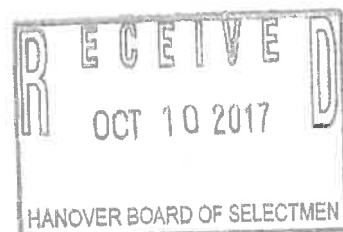
Line(s) Subtotal: 101,821.32
Miscellaneous Charges: 0.00
Total Taxes: 0.00
Deposit Balance: 0.00
Rounding: 0.00

Total: 101,821.32

45% Deposit with placement of order \$ 45,819.60

Goods & Services Received and Approved for Payment	
	
Signature	
23-630-225-5388	
Short Account	
Vendor #	9002898
Po #	
Amount	\$45,819.60
Prepared By	JANU
Date	

Check Date
10/19/17



Invoice: 1007700

Pro-forma Invoice

Page: 1 of 1
Date: 10/5/2017

Sold To:

Build the Boards
1 Main Street
Hanover MA 02339 USA

Ship To:

Build the Boards
1 Main Street
Hanover MA 02339 USA

PO Number:

Terms: 45%down, 45%10
day 10%due upon

Sales Rep: Mike Upton

Ship Via: Delivered (included in cost)

Line	Part Number/Description	Quantity	Doc Unit Price	Ext Price
1	HANOVER, MA BAP6.0 GALV STEEL FRAMED DASHER SYSTEM 120X65X20	1.00 EA	58,765.41000 /1 Disc	58,765.41 -4,113.58000
2	INSTALL1 HANOVER, MA - SUPERVISION LARGE RINK 120X65	1.00 EA	6,270.00000 /1 Disc	6,270.00 -313.50000
3	HANOVER, MA BAP6.0 GALV STEEL FRAMED DASHER SYSTEM 65X40X10	1.00 EA	37,910.20000 /1 Disc	37,910.20 -2,653.71000
4	INSTALL1 HANOVER, MA - SUPERVISION OF INSTALLATION 65X40	1.00 EA	6,270.00000 /1 Disc	6,270.00 -313.50000

Line(s) Subtotal: 101,821.32
Miscellaneous Charges: 0.00
Total Taxes: 0.00
Deposit Balance: 45,819.60 Paid
Rounding: 0.00

Total: 101,821.32

Balance remaining \$56,001.72

W. of Hanover

Authorization for Payments

Warrant # AP10/19/17

Warrant Date 10/19/2017

Summary of Disbursements for Warrant # AP10/19/17 By

01	GENERAL FUND	\$450,648.85
02	PRIOR YEAR ENCUMBRANCES	\$892.30
20	FEDERAL GRANTS	\$520.00
21	STATE GRANTS	\$166.97
23	REVOLVING FUNDS	\$49,871.39
24	OTHER SPECIAL REVENUE FUNDS	\$476.51
27	SCHOOL LUNCH REVOLVING	\$53,250.49
28	SCHOOL GRANTS	\$20,484.18
29	SCHOOL REVOLVING & GIFTS	\$15,852.89
30	TOWN CAPITAL PROJECTS	\$2,518.84
33	ROADWAY IMPROVEMENTS FUND	\$4,303.20
60	WATER ENTERPRISE FUND	\$18,172.44
61	WATER CAPITAL PROJECTS	\$8,720.00
87	AGENCY - STUDENT ACTIVITIES	\$3,000.00

Town of Hanover
Authorization for Payments
Warrant # AP10/19/17
Warrant Date 10/19/2017

Summary of Disbursements for Warrant # AP10/19/17 By

89 AGENCY - OTHER

\$888.00

Total Disbursements for Warrant # AP10/19/17

\$629,766.06

To the Treasurer:

Pay to each of the persons named in the following warrant # AP10/19/17, accompanying payrolls and schedules of bills payable the sums set against their respective names amounting in the aggregate to the warrant total above, \$ 629,766.06, and charge the same to the appropriations or accounts indicated.

Town Manager

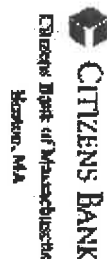
[Signature] 10/19/17

Town Accountant

[Signature] 10/19/17



TOWN OF HANOVER
VENDOR ACCOUNT
 550 HANOVER STREET
 HANOVER, MASSACHUSETTS 02339



5/2012
 2119 CHECK NO.

247186

*** FORTY FIVE THOUSAND EIGHT HUNDRED NINETEEN AND 60/100 DOLLARS ***

10/19/2017

\$45,819.60

PAY
 TO THE
 ORDER
 OF

BECKER ARENA PRODUCTS INC
 6611 HIGHWAY 13 WEST
 SAVAGE, MN 55378

[Signature]
 AUTHORIZED SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT HAS A WATERMARK
 ⑈247186⑈ ⑈211070175⑈ ⑈103155900⑈

1

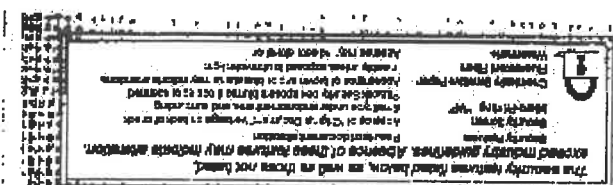
~~IDENTITY BANK~~

~~FOR DEPOSIT ONLY~~

BECKER ARENA PRODUCTS, INC.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
FORSTADT FOR MANUFACTURING USE

>091014924<
Fidelity Bank #803
2017-10-23
0803324254
Batch





Customer #: 7775

Quotation #: 10001446

Revision #: 1

Date: January 25, 2017

Proposal Expiration Date: March 27, 2017

Your Sales Consultant: Robb Olexin

Prepared For:

Mr. Troy Clarkson

Mr. John Mahoney

Build The Boards

1 Main Street

Hanover, MA 02339

Project Location:

Build The Boards

1 Main Street

Hanover, MA 02339

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 – BAP](#)

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Becker Arena Products, Inc. | 6611 W. Highway 13 Savage, MN 55378 | Toll Free (800) 234-5522 | www.beckerarena.com



BAP6.0 SIGNATURE SERIES HOCKEY DASHER BOARD SYSTEMS

Becker Arena Products, Inc. shall furnish with options for supervision and complete installation two custom built BAP6.0 **Signature Series** outdoor dasher board systems. The pricing is based on the information furnished and will include the following items and features.

RINK #1: 120' X 65' X 20' RADIUS CORNERS

DASHER FRAMING, U.V. POLYETHYLENE CAP RAIL W/ FIBERGLASS FACING & KICK PLATE

Rink Size: 120' x 65' x 20' radius - 338 lineal feet of 42" high BAP6.0 **Signature Series** galvanized steel frame dasher boards (**Ring only**)
 1/4" white high-impact fiberglass dasher facing
 1/4" white high-impact fiberglass kick plate
 3/4" white UV stabilized high-density polyethylene cap rail
 All panels pre-assembled
 All panel steel framing hot dip galvanized after fabrication
 5/8" drilled in epoxy anchors

GATES

One 10'-0" double leaf straight equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy duty casters
 Two 3'-0" access gates with heavy duty hinges and ice side push button latches
 1" thick high-density polyethylene thresholds on access gates

PLAYER, PENALTY AND TIMEKEEPERS AREA

Not included in this pricing

PUCK CONTROL CHAIN LINK FENCING

338 lineal feet (Entire perimeter) of 5' high 9 gage galvanized steel fencing including all gate hardware, a top, middle and bottom horizontal rail support (1-1/4" pipe - 1.66" diameter) and all vertical fence supports (1-1/2" pipe - 1.90" diameter)

INSTALLATION

See options listed below

TOTAL PRICE DELIVERED TO HANOVER, MASSACHUSETTS

\$ 58,765.40

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS **BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP**

NJPA BASE PRICE DISCOUNT – 5%
BASE PRICE WITH 5% NJPA DISCOUNT

[\$ 2,938.27]

\$ 55,827.13

Accept _____



SIGNATURE SERIES OPTIONS

Option #1 – SUPERVISION OF INSTALLATION – Becker Arena Products, Inc. will furnish a working supervisor for the installation. The Owner is to furnish a complete crew and tools for the installation of all materials approximately 120 labor hours, a fork lift for unloading and materials handling and dumpster for packaging and scrap materials. The supervisor supplied for 30 hours – 3 consecutive days – 10 hours per day. Price includes supervision labor **(Non-union labor / At the prevailing wage rate for Carpenter Classification for Plymouth County, Massachusetts)**.

TOTAL PRICE SUPERVISION ONLY **\$ 6,270.00**

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP

NJPA BASE PRICE DISCOUNT – 5% **[\$ 313.50]**

BASE PRICE WITH NJPA DISCOUNT (5%) **\$5,956.50**

Accept _____

Option #2 – INSTALLATION – Becker Arena Products, Inc. will furnish a crew for the complete installation. Price includes all installation labor **(Non-union labor / At the prevailing wage rate for Carpenter Classification for Plymouth County, Massachusetts)** a fork lift for unloading and materials handling and dumpster for packaging and scrap materials.

TOTAL PRICE INSTALLATION **\$ 34,750.00**

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP

NJPA BASE PRICE DISCOUNT – 5% **[\$ 1,737.50]**

BASE PRICE WITH NJPA DISCOUNT (5%) **\$33,012.50**

Accept _____



RINK #2: 65' X 40' X 10' RADIUS CORNERS

DASHER FRAMING, U.V. POLYETHYLENE CAP RAIL W/ FIBERGLASS FACING & KICK PLATE

Rink Size: 65' x 40' x 10' radius - 194 lineal feet of 42" high BAP6.0 *Signature Series*
galvanized steel frame dasher boards (**Ring only**)
1/4" white high-impact fiberglass dasher facing
1/4" white high-impact fiberglass kick plate
3/4" white UV stabilized high-density polyethylene cap rail
All panels pre-assembled
All panel steel framing hot dip galvanized after fabrication
5/8" drilled in epoxy anchors

GATES

One 10'-0" double leaf straight equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy duty casters
Two 3'-0" access gates with heavy duty hinges and ice side push button latches
1" thick high-density polyethylene thresholds on access gates

PLAYER, PENALTY AND TIMEKEEPERS AREA

Not included in this pricing

PUCK CONTROL CHAIN LINK FENCING

194 lineal feet (Entire perimeter) of 5' high 9 gage galvanized steel fencing including all gate hardware, a top, middle and bottom horizontal rail support (1-1/4" pipe - 1.66" diameter) and all vertical fence supports (1-1/2" pipe - 1.90" diameter)

INSTALLATION

See options listed below

TOTAL PRICE DELIVERED TO HANOVER, MASSACHUSETTS

\$ 37,910.20

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS **BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP**

NJPA BASE PRICE DISCOUNT – 5%

[\$ 1,895.51]

BASE PRICE WITH 5% NJPA DISCOUNT

\$ 36,014.69

Accept _____



SIGNATURE SERIES OPTIONS

Option #1 – SUPERVISION OF INSTALLATION – Becker Arena Products, Inc. will furnish a working supervisor for the installation. The Owner is to furnish a complete crew and tools for the installation of all materials approximately 100 labor hours, a fork lift for unloading and materials handling and dumpster for packaging and scrap materials. The supervisor supplied for 30 hours – 3 consecutive days – 10 hours per day. Price includes supervision labor (**Non-union labor / At the prevailing wage rate for Carpenter Classification for Plymouth County, Massachusetts**).

TOTAL PRICE SUPERVISION ONLY **\$ 6,270.00**

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP

NJPA BASE PRICE DISCOUNT – 5% **[\$ 313.50]**

BASE PRICE WITH NJPA DISCOUNT (5%) **\$5,956.50**

Accept _____

Option #2 – INSTALLATION – Becker Arena Products, Inc. will furnish a crew for the complete installation. Price includes all installation labor (**Non-union labor / At the prevailing wage rate for Carpenter Classification for Plymouth County, Massachusetts**) a fork lift for unloading and materials handling and dumpster for packaging and scrap materials.

TOTAL PRICE INSTALLATION **\$ 30,060.00**

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP

NJPA BASE PRICE DISCOUNT – 5% **[\$ 1,503.00]**

BASE PRICE WITH NJPA DISCOUNT (5%) **\$28,557.00**

Accept _____



Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	(\$ _____)
45% due 10 days prior to delivery	(\$ _____)
10% due upon delivery and installation	(\$ _____)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **10001446** is accepted with initialed options:

Purchaser Signature

Becker Arena Products, Inc.

Title

Title

Print Name

Print Name

Date

Date

NJPA Member Number

022113-BAP
NJPA Contract Number

Becker Arena Products, Inc. is an Equal Employment Opportunity Employer



Becker Arena Products, Inc.

STANDARD TERMS AND CONDITIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

2. Delays. Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

3. Arbitration. Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

4. Mechanic's Lien or Bond Rights. Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

5. Change Orders. A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

6. Production Schedule, Installation Schedule, and Storage. When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

Dasher Board Systems

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

**8. Requirements for Rink Installations:**

(Refer to the enclosed Site Requirements)

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's exclusive remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightening, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.



Customer #: 7775

Quotation #: 10001446

Revision #: 2

Date: May 10, 2017

Proposal Expiration Date: July 10, 2017

Your Sales Consultant: Robb Olexin

Prepared For:

Mr. Troy Clarkson

Mr. John Mahoney

Build The Boards

1 Main Street

Hanover, MA 02339

Project Location:

Build The Boards

1 Main Street

Hanover, MA 02339

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Becker Arena Products, Inc. | 6611 W. Highway 13 Savage, MN 55378 | Toll Free (800) 234-5522 | www.beckerarena.com



BAP6.0 SIGNATURE SERIES HOCKEY/LACROSSE DASHER BOARD SYSTEMS

Becker Arena Products, Inc. shall furnish with options for supervision and complete installation two custom built BAP6.0 **Signature Series** outdoor hockey/lacrosse dasher board systems. The pricing is based on the information furnished and will include the following items and features.

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DASHER FRAMING, U.V. POLYETHYLENE CAP RAIL W/ FIBERGLASS FACING & KICK PLATE

Rink Size: 120' x 65' x 20' radius - 338 lineal feet of 42" high BAP6.0 **Signature Series**
galvanized steel frame dasher boards (**Ring only**)
1/4" white high-impact fiberglass dasher facing
1/4" white high-impact fiberglass kick plate
3/4" white UV stabilized high-density polyethylene cap rail
All panels pre-assembled
All panel steel framing hot dip galvanized after fabrication
5/8" drilled in epoxy anchors

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1" thick high-density polyethylene thresholds on access gates

PLAYER, PENALTY AND TIMEKEEPERS AREA

Not included in this pricing

PUCK CONTROL CHAIN LINK FENCING

338 lineal feet (Entire perimeter) of 5' high 9 gage galvanized steel fencing including all gate hardware, a top, middle and bottom horizontal rail support (1-1/4" pipe - 1.66" diameter) and all vertical fence supports (1-1/2" pipe - 1.90" diameter)

INSTALLATION

See options listed below

TOTAL PRICE DELIVERED TO HANOVER, MASSACHUSETTS

\$ 58,765.40

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS **BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP**

NJPA BASE PRICE DISCOUNT – 5%
BASE PRICE WITH 5% NJPA DISCOUNT

[\$ 2,938.27]

\$ 55,827.13

Accept _____

**SIGNATURE SERIES OPTIONS**

Option #1 – SUPERVISION OF INSTALLATION – Becker Arena Products, Inc. will furnish a working supervisor for the installation. The Owner is to furnish a complete crew and tools for the installation of all materials approximately 120 labor hours, a fork lift for unloading and materials handling and dumpster for packaging and scrap materials. The supervisor supplied for 30 hours – 3 consecutive days – 10 hours per day. Price includes supervision labor **(Non-union labor / At the prevailing wage rate for Carpenter Classification for Plymouth County, Massachusetts)**.

TOTAL PRICE SUPERVISION ONLY**\$ 6,270.00****NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT****BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP****NJPA BASE PRICE DISCOUNT – 5%****[\$ 313.50]****BASE PRICE WITH NJPA DISCOUNT (5%)****\$5,956.50****Accept _____**

Option #2 – INSTALLATION – Becker Arena Products, Inc. will furnish a crew for the complete installation. Price includes all installation labor **(Non-union labor / At the prevailing wage rate for Carpenter Classification for Plymouth County, Massachusetts)** a fork lift for unloading and materials handling and dumpster for packaging and scrap materials.

TOTAL PRICE INSTALLATION**\$ 34,750.00****NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT****BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP****NJPA BASE PRICE DISCOUNT – 5%****[\$ 1,737.50]****BASE PRICE WITH NJPA DISCOUNT (5%)****\$33,012.50****Accept _____**



RINK #2: 65' X 40' X 10' RADIUS CORNERS

DASHER FRAMING, U.V. POLYETHYLENE CAP RAIL W/ FIBERGLASS FACING & KICK PLATE

Rink Size: 65' x 40' x 10' radius - 194 lineal feet of 42" high BAP6.0 *Signature Series*
galvanized steel frame dasher boards (**Ring only**)
1/4" white high-impact fiberglass dasher facing
1/4" white high-impact fiberglass kick plate
3/4" white UV stabilized high-density polyethylene cap rail
All panels pre-assembled
All panel steel framing hot dip galvanized after fabrication
5/8" drilled in epoxy anchors

GATES

One 10'-0" double leaf straight equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy duty casters
Two 3'-0" access gates with heavy duty hinges and ice side push button latches
1" thick high-density polyethylene thresholds on access gates

PLAYER, PENALTY AND TIMEKEEPERS AREA

Not included in this pricing

PUCK CONTROL CHAIN LINK FENCING

194 lineal feet (Entire perimeter) of 5' high 9 gage galvanized steel fencing including all gate hardware, a top, middle and bottom horizontal rail support (1-1/4" pipe - 1.66" diameter) and all vertical fence supports (1-1/2" pipe - 1.90" diameter)

INSTALLATION

See options listed below

TOTAL PRICE DELIVERED TO HANOVER, MASSACHUSETTS

\$ 37,910.20

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS **BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP**

NJPA BASE PRICE DISCOUNT – 5%

[\$ 1,895.51]

BASE PRICE WITH 5% NJPA DISCOUNT

\$ 36,014.69

Accept _____

**SIGNATURE SERIES OPTIONS**

Option #1 – SUPERVISION OF INSTALLATION – Becker Arena Products, Inc. will furnish a working supervisor for the installation. The Owner is to furnish a complete crew and tools for the installation of all materials approximately 100 labor hours, a fork lift for unloading and materials handling and dumpster for packaging and scrap materials. The supervisor supplied for 30 hours – 3 consecutive days – 10 hours per day. Price includes supervision labor (**Non-union labor / At the prevailing wage rate for Carpenter Classification for Plymouth County, Massachusetts**).

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TOTAL PRICE INSTALLATION**\$ 30,060.00****NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT****BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP****NJPA BASE PRICE DISCOUNT – 5%****[\$ 1,503.00]****BASE PRICE WITH NJPA DISCOUNT (5%)****\$28,557.00****Accept _____**



Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	(\$ _____)
45% due 10 days prior to delivery	(\$ _____)
10% due upon delivery and installation	(\$ _____)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **10001446** is accepted with initialed options:

_____ Purchaser Signature	_____ Becker Arena Products, Inc.
_____ Title	_____ Title
_____ Print Name	_____ Print Name
_____ Date	_____ Date
_____ NJPA Member Number	022113-BAP _____ NJPA Contract Number

Becker Arena Products, Inc. is an Equal Employment Opportunity Employer



Becker Arena Products, Inc.

STANDARD TERMS AND CONDITIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

2. Delays. Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

3. Arbitration. Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

4. Mechanic's Lien or Bond Rights. Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

5. Change Orders. A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

6. Production Schedule, Installation Schedule, and Storage. When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

Dasher Board Systems

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

**8. Requirements for Rink Installations:**

(Refer to the enclosed Site Requirements)

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's **exclusive** remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightening, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.



Customer #: 7775

Quotation #: 10001446

Revision #: 3

Date: September 14, 2017

Proposal Expiration Date: October 14, 2017

Your Sales Consultant: Robb Olexin

Prepared For:

Mr. Troy Clarkson

Mr. John Mahoney

Build The Boards

1 Main Street

Hanover, MA 02339

Project Location:

Build The Boards

1 Main Street

Hanover, MA 02339

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 – BAP

The National Joint Powers Alliance (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class NJPA awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #030117-BAP when ordering. You must be a member and contracting authority. Ask your sales person for a copy of the NJPA Contract Purchasing information booklet or go to www.njpacoop.org for more information.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.

Becker Arena Products, Inc. | 6611 W. Highway 13 Savage, MN 55378 | Toll Free (800) 234-5522 | www.beckerarena.com



BAP6.0 SIGNATURE SERIES HOCKEY/LACROSSE DASHER BOARD SYSTEMS

Becker Arena Products, Inc. shall furnish with options for supervision and complete installation two custom built BAP6.0 *Signature Series* outdoor hockey/lacrosse dasher board systems. The pricing is based on the information furnished and will include the following items and features.

RINK #1: 120' X 65' X 20' RADIUS CORNERS

DASHER FRAMING, U.V. POLYETHYLENE CAP RAIL W/ FIBERGLASS FACING & KICK PLATE

Rink Size: 120' x 65' x 20' radius - 338 lineal feet of 42" high BAP6.0 *Signature Series*
 galvanized steel frame dasher boards (Ring only)
 1/4" white high-impact fiberglass dasher facing
 1/4" white high-impact fiberglass kick plate
 3/4" white UV stabilized high-density polyethylene cap rail
 All panels pre-assembled
 All panel steel framing hot dip galvanized after fabrication
 5/8" drilled in epoxy anchors

GATES

One 10'-0" double leaf straight equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy duty casters
 Two 3'-0" access gates with heavy duty hinges and ice side push button latches
 1" thick high-density polyethylene thresholds on access gates

PLAYER, PENALTY AND TIMEKEEPERS AREA

Not included in this pricing

PUCK CONTROL CHAIN LINK FENCING

338 lineal feet (Entire perimeter) of 5' high 9 gage galvanized steel fencing including all gate hardware, a top, middle and bottom horizontal rail support (1-1/4" pipe - 1.66" diameter) and all vertical fence supports (1-1/2" pipe - 1.90" diameter)

INSTALLATION

See options listed below

TOTAL PRICE DELIVERED TO HANOVER, MASSACHUSETTS

\$ 58,765.40

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS **BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP**

NJPA BASE PRICE DISCOUNT – 5%	[\$ 2,938.27]
BASE PRICE WITH 5% NJPA DISCOUNT	\$ 55,827.13
2% EARLY BUILD DISCOUNT	\$ 1,175.30
TOTAL WITH ALL DISCOUNTS	\$ 54,651.83

Accept _____

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NJPA BASE PRICE DISCOUNT – 5%

[\$ 1,895.51]

BASE PRICE WITH 5% NJPA DISCOUNT

\$ 36,014.69

2% EARLY BUILD DISCOUNT

\$ 758.20

TOTAL WITH ALL DISCOUNTS

\$ 35,256.49

Accept _____

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Proposal/Contract # **10001446** is accepted with initialed options:

Purchaser Signature

Becker Arena Products, Inc.

Title

Title

Print Name

Print Name

Date

Date

NJPA Member Number

022113-BAP
NJPA Contract Number

Becker Arena Products, Inc. is an Equal Employment Opportunity Employer



Becker Arena Products, Inc.

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- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. **Concrete and Floor Work:** All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above. Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

**8. Requirements for Rink Installations:**

(Refer to the enclosed Site Requirements)

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's exclusive remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightening, (f) damage caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.



PLANNING BOARD
TOWN OF HANOVER
MASSACHUSETTS

APPROVAL OF SITE PLAN AND SPECIAL PERMIT

LOCUS: 495 Hanover Street, B. Everett Hall Field, Hanover, MA 02339, further identified as
Assessors Lot: 005 Map: 47

ZONING DISTRICT: Residential A District

OWNERS: Town of Hanover

APPLICANT: Build the Boards/ Park and Recreation

ENGINEER: Merrill Engineers and Land Surveyors, 427 Columbia Road, Hanover, MA 02339

DRAWINGS & REPORTS: *(ALL INCORPORATED HEREIN BY REFERENCE)*

- A four (4) sheet site plan titled "Site Plan Sylvester School 495 Hanover Street Hanover, Massachusetts Prepared for Town of Hanover/Build the Boards 550 Hanover Street Hanover, MA 02339 Dated April 19, 2017 with a revision date of May 11, 2017.

Sheet #/Plan Description	Plan Date	Recent Revision Date
C1.1 Index Sheet/Area Plan	April 19, 2017	May 11, 2017
C2.1 Existing Conditions Plan	April 19, 2017	May 11, 2017
C3.1 Layout	April 19, 2017	May 11, 2017
C4.1 Construction Details	April 19, 2017	May 11, 2017

- Stormwater Management Report submitted to the Hanover Planning Board from Merrill Engineers and Land Surveyors dated April 19, 2017 with revised date May 11, 2017. Filed with the Town Clerk on April 21, 2017.
- Conceptual Rink Locations submitted to Mr. Anthony Marino for 495 Hanover Street, Hanover, MA 02339 dated March 28, 2017. Filed with the Town Clerk on March 29, 2017.

**ACTION ON APPLICATION FOR SITE PLAN APPROVAL: APPROVED WITH
CONDITIONS**

VOTE: (Y) Jeff Puleo (A) Kenneth Blanchard (A) Kara Nyman
(Y) Maryann Brugnoli (Y) Richard DeLuca
(Y) *Megan Neville Dunn (A) *Bernie Campbell

(A) = Absent or not present during the entire hearing process and therefore not eligible to vote.

() = Associate Member*

(NA) = Associate Member no vote cast

**ACTION ON APPLICATION FOR ALL SPECIAL PERMITS: APPROVED WITH
CONDITIONS**

VOTE: (Y) Jeff Puleo (A) Kenneth Blanchard (A) Kara Nyman
(Y) Maryann Brugnoli (Y) Richard DeLuca
(Y) *Megan Neville Dunn (A) *Bernie Campbell

(A) = Absent or not present during the entire hearing process and therefore not eligible to vote.

() = Associate Member*

(NA) = Associate Member no vote cast

SITE PLAN APPROVAL AND SPECIAL PERMIT APPLICATION FOR

Build the Boards/ Park and Recreation
495 Hanover Street,
B. Everett Hall Field
Hanover, MA 02339

In accordance with Massachusetts General Laws (MGL), Chapter 40A (The Zoning Act), Sections 9 & 11 and the Zoning By-Law for the Town, Section 7.660 (Change in grade in excess of 1' over 500 sq. ft.), Section 7.660 (Reduction in parking requirements), and Section 10.000 (Site Plan Approval) that the Town of Hanover Planning Board held public hearings on Monday, April 24, 2017 and May 15, 2017 at 7:00 p.m. in the second floor hearing room of the Hanover Town Hall, 550 Hanover Street, Hanover, MA 02339 for the purpose of hearing the application of Build the Boards/Park and Recreation.

The applicants propose construction of one 65' x 125' regulation size recreational outdoor hockey rink and one 40' x 65' recreational outdoor hockey rink. Renovations to the existing B. Everett Hall recreational facility include the expansion of the existing parking facility creating an additional 18 parking spaces, and storm water infrastructure. The site is located at 495 Hanover Street and is further identified as Lot 005 on Assessor's Map 47. The site lies in the Residential A District and Aquifer Protection District.

The Public Hearing and continuances thereof were held pursuant to public notice published in the Hanover Mariner on April 5, 2017 and April 12, 2017 and mailed to parties in interest.

FINDINGS

After thorough analysis and deliberation on April 24 and May 15, 2017, the Planning Board finds that the applicants has complied with all pertinent provisions of the Zoning By-Law for the Town, Section 7.660 (Change in grade in excess of 1' over 500 sq. ft.), Section 7.660 (Reduction in parking requirements), and Section 10.000 (Site Plan Approval), and all other pertinent sections of the Hanover Zoning Bylaw subject to compliance with the conditions contained herein. Specifically, the Planning Board finds that:

- A) The proposed uses are appropriate to the specific site and they will not create a nuisance or not cause a derogation of the intent of this Bylaw by virtue of noise, odor, smoke, vibration, traffic generated or unsightliness.
- B) The intent and specific criteria of the Hanover Zoning Bylaw Section 10 are met by the proposed project. The construction conforms to all provisions of this Zoning Bylaw and does not cause any extension or intensification of existing non-conformances or the creation of any new non-conformances. The Board finds the permitted construction shall not be substantially more detrimental to the neighborhood.

DECISION

By unanimous vote, the Planning Board hereby approves the subject application for Site Plan Approval and Special Permits in accordance with the provisions of the Hanover Zoning By-law Section Sec. 10.000, (Site Plan Approval), Section 7.660 (Change in grade in excess of 1' over 500 sq. ft.), Section 7.660 (Reduction in parking requirements), for the subject construction in accordance with the above referenced and approved plans, subject to the below listed Special and General Conditions.

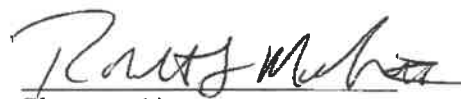
SPECIAL CONDITIONS

1. Both hockey rinks will be open to the public Monday-Thursday and Sundays 9AM-9PM and Friday-Saturday 9AM-10PM. After such times the lights will be shut off and the rinks are to be closed.
2. The applicant will install a minimum of 10' high netting surrounding the large hockey rink along the abutting baseball foul ball line and elsewhere as deemed necessary by the town for safety purposes.
3. The applicant will construct a gravel/woodchip path that connects the two rinks to each other.

GENERAL CONDITIONS

1. **ENDORSEMENT OF DECISION:** Within thirty (30) days of the expiration of the twenty (20) day appeal period, and after having obtained the signature of the Town Clerk indicating that there has been no notice of appeal, the applicant shall present an original of this decision to the Planning Board for endorsement by the Chairperson of the Board.
2. **REQUIRED CERTIFICATION:** Prior to, or at the time of, submittal of the decision for endorsement, the applicant shall submit to the Planning Board a certification indicating, in effect, the following:

"I (We), Robert Melone as representatives of/for Build The Boards/Park and Recreation, 495 Hanover Street, B. Everett Hall Field, Hanover, MA 02339 on this date, Aug 1, 2017 do hereby certify that I (We) have completely read and do fully understand all Special and General Conditions of Planning Board Decision, TPL-17-9, dated June 7, 2017, relative to the proposed construction for 495 Hanover Street, B. Everett Hall (Assessors Map: 47, Lot: 005), Hanover, MA 02339. In particular, I (We) have completely read and fully understand the Procedure for Final Site Plan Completion, Town Planner/Planning Board Sign-Off, and Issuance of Occupancy Permit as described on the final pages of the Decision. Furthermore, it is my (our) intention to comply fully, to the best of my (our) ability, with all aspects of the approved Site Plan and with all Special and General Conditions of the Decision.


Signature(s)

3. **RECORDING AT REGISTRY OF DEEDS:** Within six (6) months of the expiration of the twenty (20) day appeal period, the applicant shall record the endorsed Decision at the Plymouth County Registry of Deeds. Evidence of such recording shall be submitted to the Planning Board and to the Building Commissioner prior to the initiation of any construction activities.
4. **NO DEVIATION FROM APPROVED PLAN:** There shall be no deviation from the approved Site Plan and Conditions of this Decision without prior written approval of the Planning Board. In the event that the applicant anticipates that some deviation is either necessary or desirable, he (she) shall notify the Planning Board in writing requesting modification of the Plan or the Conditions. If the Planning Board determines that the requested modification is minor in nature, the Board may grant such request. If the Board determines that the modification is not minor in nature, no such request may be granted until after a subsequent Public Hearing conducted for the purpose of fully discussing such

modification. In any event, no such modification shall be undertaken until such time as the Board has approved the request in writing. Any modification or deviation shall be fully processed in accordance with this General Condition prior to the applicant initiating a request for Final or Conditional Site Plan Sign-Off. In the event that the applicant intends to seek a Conditional Site Plan Sign-Off, any paving or landscaping relief shall be completely processed in accordance with this General Condition prior to the applicant initiating a request for Conditional Site Plan Sign-Off.

5. **ZONING BY-LAW COMPLIANCE:** No aspect of this Site Plan Approval/Special Permit decision or of any Condition of Approval shall be construed in such a manner so as to alleviate an owner, applicant, assign, or successor from full compliance with all pertinent provisions and requirements of the Zoning By-Law for the Town. Unless otherwise called for in this decision, requirements shall be as specified under the Hanover Zoning Bylaw.
6. **CONDITIONS FOR DEVELOPMENT:** During the course of all development activities and throughout the period when uses and activities authorized by this Site Plan/Special Permit decision are conducted, the applicant, owner, agents, assigns and successors shall comply with all provisions of Section 6.420 of the Zoning By-Law for the Town relative to odor, dust, smoke, noise, heat, vibration, etc.
7. **LANDSCAPE MAINTENANCE:** In accordance with Section 8.320 of the Zoning By-Law, it shall be the responsibility of the owner(s) of the site to ensure that all vegetation and landscaping is maintained in a healthy condition and that any dead or dying materials be replaced at the earliest appropriate season. Any violation of this General Condition shall be considered a violation of this Site Plan Approval and of the Zoning By-Law for the Town and may be treated accordingly.
8. **REVIEW BY OTHERS:** The applicant shall secure all requisite permits prior to commencing any work under this Site Plan. We specifically call your attention to the possibility of need for permits from the Board of Health, the Board of Public Works, the Board of Selectmen and the Conservation Commission. Additionally, regulatory agencies of the Commonwealth may have jurisdiction over this project.
9. **PLAN MODIFICATION BY OTHERS:** Should a permit from any other entity include provisions which require a revision of the Plan, such revision shall be submitted to and approved by the Planning Board prior to the start of any construction activities in accordance with General Condition 4, above.
10. **OFF-SITE WORK:** All work done off-site shall be to the satisfaction of the appropriate owner or public body having jurisdiction. In the case of Town roads, public ways, Town lands and Town easements, the work shall conform to the requirements of the Hanover Board of Public Works and to the satisfaction of the Planning Board. In the case of State roads, (Route 3, Route 53 and Route 139), the work shall conform to the requirements of the Massachusetts Highway Department.

11. **SITE CLEARING:** No trees larger than 3" caliper may be removed without the prior and specific approval of the Planning Board.
12. **TIME LIMIT APPROVAL:** If substantial use of the site under this permit or construction of this project does not begin within one year of the date of filing of this decision with the Town Clerk, then the granting of these Site Plan/Special Permits shall become null and void. The applicant shall notify the Planning Board by certified mail at least four weeks prior to commencing any work on the site. The Planning Board will thereupon schedule an on-site construction meeting. In attendance at said meeting shall be the applicant's engineer, construction supervisor and representatives of town agencies as specified in Section 10.300 of the Zoning By-Law. Furthermore, all work must be completed within two years of the on-site construction meeting. A new application and approval shall be necessary to proceed with such construction if no extension is granted by the Planning Board.
13. **SITE LIGHTING:** All site lighting shall be designed and erected in a manner such that no illumination shall spill onto adjacent lots or public ways. We specifically call your attention to the observation that the typical fixtures provided by utility companies or those generically known as "floodlights" are unlikely to provide acceptable lighting. The fixtures generically known as "sharp-cut-off" or "shoebox" are, when correctly adjusted, more likely to accomplish the required lighting. Lighting shall also be in accordance with the specified lighting requirements in the special conditions.
14. **NO BUILDING PERMIT AND/OR OCCUPANCY PERMIT** shall be issued for construction/occupancy until all debits to the Town have been satisfied.
15. **SITE PLAN SIGN-OFF REQUIRED** No Occupancy Permit shall be issued for the proposed development until the Town Planner certifies to the Building Inspector in writing that all site work indicated on the above referenced plans has been substantially completed in accordance with said plans, this decision, and all applicable Zoning Bylaws and Planning Board Rules and Regulations. At least 2 weeks prior to seeking an Occupancy Permit from the Building Inspector, the applicant shall submit a written request to the Town Planner to make such inspections as are necessary to verify said completion.
 - a. In the event asphalt plants cease operations and trees or shrubs may not be successfully transplanted during the winter months, it is incumbent upon the Applicant to carefully schedule the work of the Site Plan to completion prior to the onset of cold weather. If for documentable reasons, beyond the Applicant's control (e.g. water use ban, bankruptcy of the contractor, etc.) the work of the Site Plan will not be completed prior to winter, the Town Planner will conduct a Conditional Final Inspection. The Town Planner and Planning Board may require a Performance Guarantee or evidence, in the form of executed and prepaid contracts, that the otherwise undone and undoable work will be completed, at the earliest possible date. If this procedure is deemed necessary

and unavoidable, the Town Planner and Planning Board will recommend to the Building Inspector that any Temporary Certificate of Occupancy he may issue be limited to a minimal period of time (in no case should this exceed 200 days) and tied to the completion of the Site Plan.

- b. The Board reserves the right to treat as violations of the Zoning By-Law (Section 10) any uncompleted work which remains undone at the termination of the Temporary Certificate of Occupancy.
- c. The Applicant shall submit interim "as-built" plans to the Town of Hanover within 60 days of the installation of all stormwater structures to verify installation in accordance with the approved site plans. The submitted "as-built" plan shall be prepared and stamped by a Massachusetts Registered Land Surveyor or Professional Engineer.

In addition, the Applicant shall submit a letter prepared and stamped by a Massachusetts Registered Professional Engineer certifying that the stormwater system has been installed in compliance with the approved plans. For stormwater detention, infiltration, or water quality pre-treatment and treatment structures, the letter shall be documented with construction phase photographs showing the prepared subgrade prior to placement of system components, and each major structural feature of the system (for example, embankment construction, placement of fill materials that replace unsuitable material beneath the system, stone bedding and backfill for subsurface components, subsurface structural units such as storage chambers or treatment devices, flow control structures, and inspection/access structures).

- d. At the completion of all permitted work and prior to the issuance of an occupancy permit, the Applicant shall submit to the Planning Office two paper copies and a PDF copy of an "as-built" plan to verify that all site improvements have been completed in accordance with the approved plans. . The submitted "as-built" plan shall be prepared and stamped by a Massachusetts Registered Land Surveyor or Professional Engineer.

In addition, the Applicant shall submit a letter prepared and stamped by a Massachusetts Registered Professional Engineer certifying that the site improvements have been installed in compliance with the approved plans.

- 16. All construction shall be in accordance with the approved drawings and reports referenced above.
- 17. All water services and installations shall be in accordance with the requirements of the Town of Hanover Department of Public Works.

18. The applicants shall appoint a qualified professional who will be responsible for, and oversee, all aspects of implementation and monitoring of the erosion/sedimentation control measures. The name of such individual shall be submitted to both the Planning Board and Conservation Commission. He/she shall also be responsible for coordinating and communicating with the Board and Commission regarding such matters.
19. All development and construction sequences and activities shall be in conformance with any Order of Conditions issued by the Conservation Commission for this project.

The Board affirms that all provisions of Sections 9 & 11, Chapter 40A of the General Laws and Section 10, of the Hanover Zoning By-Law were complied with as regards procedures.

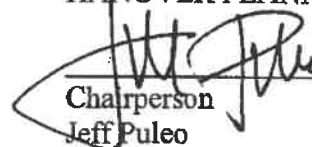
DATE: June 7, 2107

NOW, THEREFORE, by vote of the Planning Board this Site Plan and Special Permit Approval is granted consistent with the requirements of said Section 10 and all other pertinent sections of the Hanover Zoning By-Law and upon the conditions contained herein.

This Site Plan and Special Permit Approval are not effective until the Planning Board receives evidence from the applicant of recording with the Plymouth County Registry of Deeds in accordance with M.G.L., Ch. 40A, S.11. (Copy of proof of recording must also be submitted by applicant to the Hanover Building Commissioner.)

Hanover Board of Selectmen


HANOVER PLANNING BOARD


Chairperson
Jeff Puleo

I hereby certify that 20 days have elapsed from the date this decision was filed with this office and no notice of appeal was received during that period.

cc: Hanover Town Clerk
Hanover Building Commissioner
Hanover Board of Health
Hanover Board of Appeals
Hanover Fire Dept.
Hanover Police Dept.
Hanover Board of Public Works
Hanover Conservation Commission

A TRUE COPY ATTEST


Catherine Harder-Bernier, Town Clerk

Date 7/10/17

**ARTICLE 23. AMEND GENERAL BYLAWS - ESTABLISH AND AUTHORIZE
DEPARTMENTAL REVOLVING FUNDS**

To see if the Town will vote to amend the Town of Hanover General Bylaws by adding a new Section 6-31 to establish and authorize revolving funds for use by certain Town departments, boards, committees, agencies or officers under Massachusetts General Laws Chapter 44, § 53E^{1/2}, and add this section to the table of contents, or take any other action relative thereto.

6-31 DEPARTMENTAL REVOLVING FUNDS

1. Purpose. This by-law establishes and authorizes revolving funds for use by Town departments, boards, committees, agencies or officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by General Laws Chapter 44, § 53E^{1/2}.
2. Expenditure Limitations. A department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this by-law without appropriation subject to the following limitations:
 - A. Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund.
 - B. No liability shall be incurred in excess of the available balance of the fund.
 - C. The total amount spent during a fiscal year shall not exceed the amount authorized by Town Meeting on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the Board of Selectmen and the finance committee.
 - D. Revolving Funds shall not be used for capital projects that require site plan approval and the permanent construction of a new structure. This does not include the maintenance or replacement of equipment already in place, i.e. backstops, dugouts, concession buildings and playgrounds.
3. Interest. Interest earned on monies credited to a revolving fund established by this bylaw shall be credited to the general fund.
4. Procedures and Reports. Except as provided in General Laws Chapter 44, § 53E^{1/2} and this bylaw, the laws, charter provisions, bylaws, rules, regulations, policies or procedures that govern the receipt and custody of Town monies and the expenditure and payment of Town funds shall apply to the use of a revolving fund established and authorized by this bylaw. The Town Accountant shall include a statement on the collections credited to each fund, the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the town accountant provides the department, board, committee, agency or officer on appropriations made for its use.
5. Authorized Revolving Funds.

The Table establishes:

- A. Each revolving fund authorized for use by a Town department, board, committee, agency or officer,
- B. The department or agency head, board, committee or officer authorized to spend from each fund,
- C. The fees, charges and other monies charged and received by the department, board, committee, agency or officer in connection with the program or activity for which the fund is established that shall be credited to each fund by the Town Accountant,
- D. The expenses of the program or activity for which each fund may be used,
- E. Any restrictions or conditions on expenditures from each fund,
- F. Any reporting or other requirements that apply to each fund, and
- G. The fiscal years each fund shall operate under this by-law/ordinance.

A	B	C	D	E	F	G
Revolving Fund	Spending Authority	Fees, Charges or Other Receipts Credited to Fund	Program or Activity Expenses Payable from Fund	Restrictions or Conditions on Expenses	Requirements / Reports	Fiscal Year
LIBRARY	Community Services Director	Late Fines	Expenditures may include salaries, benefits, facility and all those in support of programs	Any expenditure over \$5000 requires additional approval of Library Trustees	Annual financial statement of this fund shall be included in the Town Report	Fiscal years that begin on or after July 1, 2017.
RECREATION FUND	Community Services Director	Program Fees	Expenditures may include salaries, benefits, facility and all those in support of programs	Any expenditure over \$10,000 requires additional approval of Park & Recreation Board	Annual financial statement of this fund shall be included in the Town Report	Fiscal years that begin on or after July 1, 2017.

A	B	C	D	E	F	G
Revolving Fund	Spending Authority	Fees, Charges or Other Receipts Credited to Fund	Program or Activity Expenses Payable from Fund	Restrictions or Conditions on Expenses	Requirements / Reports	Fiscal Year
GATRA	Community Services Director	Fees related to transportation programs	Expenditures may include salaries, benefits, facility and all those in support of programs	Any expenditure over \$5,000 requires additional approval of Council of Aging Board	Annual financial statement of this fund shall be included in the Town Report	Fiscal years that begin on or after July 1, 2017.
FORGE POND PARK	Community Services Director	Fees related to programs	Expenditures may include salaries, benefits, facility and all those in support of programs	Any expenditure of \$5,000 requires additional approval of Park & Recreation Board	Annual financial statement of this fund shall be included in the Town Report	Fiscal years that begin on or after July 1, 2017.
FLU CLINIC	Community Services Director	Receipts from Medicare / Medicaid Billing	Expenditures may include salaries, benefits, facility and all those in support of programs	Any expenditure over \$5,000 requires additional approval of Board of Health	Annual financial statement of this fund shall be included in the Town Report	Fiscal years that begin on or after July 1, 2017.
PUBLIC SAFETY VEHICLES	Police Chief	Proceeds from Sale of Public Safety Vehicles	Furnishings, equipment, and training relating to Public Safety Vehicles.	Any expenditure over \$10,000 requires additional approval of the Town Manager	Annual financial statement of this fund shall be included in the Town Report	Fiscal years that begin on or after July 1, 2017.

Town Manager
Finance Director

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

COMMITTEE FOR PUBLIC COUNSEL

Internal Control Plan

**Management and Financial Planning
2016**

November 21, 2016

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Table of Contents

1. Introduction	3
2. Internal Controls: An Overview.....	4
3. Control Environment.....	5
4. Control Activities - Administrative and Fiscal Controls	
Section 1. Budgetary Process.....	6
Section 2. Revenue and Accounts Receivable.....	8
Section 3. Procurement	10
Section 4. Accounts Payable	17
Section 5. Payroll Cycle	26
Section 6. Security.....	29
Section 7. Audit and Oversight.....	32
Section 8. Fixed Assets	35
Section 9. Paper Records Management.....	36

Appendices

Appendix 1 - Chapter 647

Report on Unaccounted for Variances, Losses, Shortages, or Thefts

Appendix 2 - CPCS Mission Statement and Values

Appendix 3 – CPCS Strategic Planning Initiatives for 2016/17

Appendix 4 – Administrative Department Organization Charts

Finance, Human Resources, Information Technology and Audit and Oversight

Appendix 5 - CPCS Agency Organizational Chart

Introduction

Massachusetts General Laws Chapter 647 of the Acts of 1989, *An Act Relative to Improving the Internal Controls within State Agencies*, was passed into law on January 3, 1990 and became effective April 3, 1990 (Appendix 1). The law establishes internal control standards that define the minimum level of quality acceptable for internal control systems in operation throughout the various state agencies and departments. Those standards are outlined below.

A – Documentation

The internal control policies of CPCS are clearly documented and readily available for examination.

B – Transactions

All transactions and other significant events are promptly recorded, clearly documented and properly classified.

C – Authority

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Transactions and other significant events are authorized and executed only by persons so designated with their signatures authorized by the chief counsel and on file in the Finance Department. Use of signature stamps is prohibited. Electronic signatures may be appropriate for certain documents, as authorized by the Chief Financial Officer.

D – Segregation of Duties

Essential duties and responsibilities are assigned to ensure that effective checks and balances exist. They include:

1. Authorizing, approving, and recording transactions,
2. Encumbering,
3. Making payments, and
4. Reviewing or auditing transactions

E – Supervision

The Finance Department provides continuous oversight and supervision to ensure that internal control compliance is achieved throughout the agency. Individual department managers/supervisors are responsible for internal control compliance within their departments.

F – Access

Access to resources and records is limited to authorized individuals as determined by the chief financial officer (CFO). The CFO is responsible for maintaining accountability for the custody and use of resources and shall assign qualified individuals for that purpose. *Periodic comparison shall be made between the resources and the accounting records to reduce the risk of unauthorized use or loss and protect against waste and wrongful acts.*

In accordance with Chapter 647, Kevin Lucchetti, CPCS Chief Financial Officer, in addition to his regular duties, is assigned the responsibility for the CPCS Internal Controls. Mr. Lucchetti is CPCS' Internal Control Officer. The Internal Control Officer's organizational responsibilities include the following:

- Have available on file written documentation of CPCS' internal accounting and administrative control system for review by the State Comptroller's Office, and the Office of the State Auditor,
- Evaluate the effectiveness of CPCS' internal control system at least annually, more often if conditions warrant. At that time, establish and implement any changes necessary to ensure the continued integrity of the system,
- Evaluate the results of audits and recommendations to improve departmental internal controls promptly,
- Implement timely and appropriate corrective actions in response to an audit, and

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

- Immediately report all variances, losses, shortages, or thefts of funds or property to the Office of the State Auditor. The statute specifically requires this action.

Internal Controls: An Overview

Internal Controls are the structure, policies and procedures used to ensure CPCS accomplishes its objectives and meet its responsibilities. It is a process guided by management, designed to provide reasonable assurance in the following categories:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with Committee policy
- Compliance with applicable state and federal laws and regulations, and
- Safeguarding CPCS assets and resources

There are three levels of controls:

Level 1: CPCS Internal Control Plan, Personnel Policies and other Committee Policies

Level 2: CPCS Guidelines

Level 3: Individual Department/Division Internal Procedures

The CPCS Mission Statement and Values appears in [Appendix 2](#). CPCS' Strategic Planning Initiatives are in [Appendix 3](#).

It is the role of management to provide the leadership needed for CPCS to achieve its goals and objectives. This Internal Control Plan is a coordinated set of policies designed to achieve these goals and general financial management objectives.

Throughout this document, any items in *italics* indicate the policy is awaiting implementation.

Administrative and Fiscal Controls

The design and evaluation of controls over accounting and financial reporting is made more manageable by grouping similar or related activities into what are commonly referred to as "control activities." This approach also provides a logical framework and underscores the relationships that exist among the many control-related policies and procedures.

Control activities at CPCS are defined by business processes. Most control cycles have the following sections: Introduction, Responsible Director, Segregation of Duties, Signature Authorization and Policy/Procedures. Segregation of Duties provides reasonable assurance that no one individual will control a fiscal activity. Signature Authorization provides reasonable assurance that individuals who obligate the agency or receive funds on behalf of the agency are duly authorized. All signatures must be wet or electronic if specifically authorized by the Chief Financial Officer. Signature stamps are not permitted. If an individual is not authorized to sign, s/he must find someone who is.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Control Environment

CPCS provides for discipline and structure to promote integrity and ethical values to staff at all levels for the purpose of attaining its objectives and meeting its responsibilities.

1. The CPCS performs financial management on the state's official systems.
2. CPCS has an audit and oversight function for attorney and court cost payments.
3. CPCS maintains up-to-date job descriptions for all staff.
4. Current Finance, Human Resources, Information Technology and Audit and Oversight Department organization charts are available in Appendix 4, which identify authority and responsibility and appropriate lines of reporting. The CPCS Agency Organization Chart appears in Appendix 5.
5. The CPCS Hiring Guide Best Practices provides the standard hiring policies for legal and non-legal employees. The goal is to have employees properly trained for their responsibilities.
6. CPCS has a Personnel Policies Manual, which includes employee performance evaluation requirements. It is reviewed annually.
7. The organization has established a budgetary control process.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Section 1 Expenditure Approval and Budget Management

1. I. Introduction

Budgets are required for all appropriated and other funds. Each budget will support the Committee's Core mission of equal justice and human dignity, rights of individuals and just public policy to protect the rights of all. See full statement in Appendix 2 and Strategic Planning Initiatives in Appendix 3.

The developments of the budgets receive input from the Senior Management Team, and are presented to the Committee for approval by the Chief Counsel and Chief Financial Officer (CFO).

It is the expectation of CPCS that the annual operating budget represent an expenditure level that is fully supported by the current fiscal year appropriations and other revenues; however, this is not the experience. M.G.L. Ch. 211D requires that CPCS represent all indigent people that are assigned counsel by the courts. The fiscal year appropriation has not supported these assignments fully in past years. However, the supplemental budget has always supported these assignments.

Spending for all appropriations is managed on the Commonwealth's Accounting System in accordance with federal and state laws and Comptroller regulation.

1. II. Chief Financial Officer

The Chief Financial Officer oversees the budget process and manages the outcome.

1. III. Segregation of Duties

All expenditures must be approved by the division/department head or designee within agency. Monthly review and predictive reports by the Accounting Unit will confirm that all divisions and departments are spending within the budget.

1. IV. Signature Authorization

All obligations and expenditures are properly documented in accordance with the CPCS Department Head Signature Authorization form on file with the Comptroller's Office.

1. The Chief Counsel, General Counsel and Chief Financial Officer have signatory authority for all documents.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

2. The Chief Financial Officer will recommend to the Chief Counsel the level of signatory authority for the Finance Director, Accounts Payable Director and Accounting Supervisor.

1. V. Policy

Currently, CPCS budgets most funds at the agency level. All management of resources is done centrally. The goal of CPCS is to budget personnel at the division/department level.

This will support the reallocation of resources in the Strategic Planning Initiatives in Appendix 3.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Section 2 Revenue, Grants, Accounts Receivable and Cash Receipts

2. I. Introduction

This policy establishes revenue, grants, accounts receivable and cash receipts procedures that shall be followed by all CPCS staff in accordance with M.G.L. c. 7A and c. 29; comptroller regulations, policies and procedures. The goals of this policy are:

- To define uniform procedures to manage external revenue and receipts.
- To ensure the resources of CPCS are managed properly.

The CPCS primary revenue streams are: state appropriations, training funds from private bar attorneys and federal grants. All external grant applications are approved by the Division/Department Head and the Chief Financial Officer prior to submittal.

All cash receipts, regardless of source, must be recorded in the state accounting system, and deposited in a state treasurer's office approved bank account. Cash receipts include currency, checks, credit card receipts and electronic funds transfer.

2. II. Chief Financial Officer

The Chief Financial Officer oversees the Accounting Unit. All revenue, accounts receivable and grants are processed and managed in the Accounting Unit.

2. III. Segregation of Duties

The responsibilities for collecting, controlling and depositing funds are segregated from maintaining accounting records and monthly reconciliations. The former is processed by the Accounting Unit and the monthly reconciliation is handled by the Finance Director. Responsibilities for cash receipts are segregated from those for cash disbursements.

Grants are initiated by the divisions/departments and approved by the Chief Financial Officer.

2. IV. Signature Authorization

Authorization to receive cash, balance it to the reported collections and sign the deposit slip is properly documented in accordance with the CPCS Department Head Signature Authorization form on file with the Comptroller's Office.

1. The Chief Counsel, General Counsel and Chief Financial Officer have signatory authority for all documents.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

2. The Chief Financial Officer will recommend to the Chief Counsel the level of signatory authority for the Finance Director and Accounting Supervisor.

2. V. Policy

Cash Receipt Procedures

- A. All receipts collected in a department before 3pm must be deposited daily at the bank. Receipts collected after 3pm are to be secured within the Accounting Unit and deposited with the following day's receipts.
- B. Cash receipts are accounted for by the Accounting Unit and balanced to reported collections on a daily basis.
- C. The record of reported daily collections must be reconciled to the State Accounting System reports by the Finance Director on a monthly basis.
- D. These two activities in B and C above are segregated.

Grants

All grants are acquired, expended and monitored in accordance with the grant agreement and Comptroller federal grant guidance and policies, Title 2 CFR Subtitle A, Part 200 Uniform Code, and the Common Rule. The Comptroller's Office is notified when a grant is applied for and appropriate documentation is processed through that office to establish grant information in MMARS. All grants are reconciled in accordance with CTR regulations. The Accounting Unit files the federal quarterly reporting requirements, and the grants manager files the CTR semi-annual performance reporting with a copy to the Accounting Unit.

CPCS awards grants to other state agencies. These sub recipients are awarded through Interdepartmental Service Agreements (ISA) in accordance with CTR forms and regulations. All sub recipients grants are initiated in the divisions/departments and signed by the CFO prior to submitting to the Comptroller's Office for approval. Sub recipients are required to provide performance data to the CPCS grants manager for semi-annual reporting. CPCS verifies compliance of sub recipients through warehouse queries to validate expenditures.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Section 3 Procurement

3. I. Introduction

This policy establishes procurement procedures that shall be followed by all CPCS staff in accordance with M.G.L. c. 7A and c. 29; comptroller regulations, policies and procedures, when procuring goods and services. The goals of this policy are:

- To define uniform procurement procedures to promote competition.
- To minimize the burden on administrative resources and expedite routine purchases.
- To achieve timely performance and best value for CPCS and the taxpayers of the Commonwealth.
- To ensure heightened scrutiny of larger expenditures.

CPCS is a judicial branch agency exempt from G.L. c.7, §22, c.30, §51, and c.30, §52. In the interest of optimizing the use of available funds and applying best business practices, CPCS conducts procurements consistent with this policy which has been developed consistent with the goals of and written with guidance from 801 CMR 21.00 and the Rules of the Procurement Information Center (PIC). To the extent practical, CPCS will utilize vendors with a Commonwealth Master Service Agreement when such vendors offer the best value.

All obligations greater than or equal to \$10,000 will utilize a Standard Commonwealth Contract Form.

If the procurement exceeding \$10,000 does not require a Standard Commonwealth Contract Form pursuant to the Expenditure Classification Handbook issued by the State Comptroller, the contract will be in the form of:

- Statement of Work (SOW) for services, or Purchase Order (PO) for goods, or
- A list of recurring annual obligations for utilities, office machine maintenance, software licenses, dues, memberships, subscriptions and other routine expenses.

3. II. Chief Procurement Officer

The CFO shall serve as CPCS' Chief Procurement Officer (CPO). The CPO is responsible for overseeing all procurements and maintaining procurement records. The CPO may delegate specific procurement functions to other staff but shall remain responsible for all procurements. For example, IT procurements may be delegated to appropriate IT staff, phone procurements to the head of Facilities, etc. A delegation can be specific and limited to a particular purchase or class of purchases, or it can be more general. Any delegation of the CPO's responsibilities, and any amendment or revocation of a delegation, must be in writing and signed by the CPO.

3. III. Segregation of Duties

Procurement duties are segregated from the approval of payments.

3. IV. Signature Authorization

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Authorization to sign contracts is properly documented in accordance with the CPCS Department Head Signature Authorization form on file with the Comptroller's Office.

1. The Chief Counsel, General Counsel and Chief Financial Officer have signatory authority for all documents.
2. The Chief Financial Officer will recommend to the Chief Counsel the level of signatory authority for the Finance Director.

3. V. Policy-Procuring Goods and Services

a.) Expenditure Thresholds

- i. For expenditures under \$10,000 procurement staff shall apply sound business practices. "Sound business practices" are defined as ensuring the receipt of a favorable price by periodically soliciting price lists or quotes. While this does not require a formal competitive bidding process, it does require staff to ensure they have received the needed quality of goods and services at a reasonable price.
- ii. For contracts between \$10,000 and \$50,000, procurement staff shall document quotations from not fewer than 3 vendors providing the good or service and award the contract to the responsible vendor offering the best value for the good or service required or utilize a vendor with a Commonwealth Master Service Agreement. These contracts are signed by the CFO, General Counsel or Chief Counsel.
- iii. For contracts exceeding \$50,000, procurement staff shall seek proposals through a competitive bid process by issuing an invitation for bid (IFB) or a request for proposal (RFP) or utilize a vendor with a Commonwealth Master Service Agreement. In the bid process, the contract is awarded to the bidder who meets specifications and offers the best value. Bids shall be made through use of the state's procurement website COMMBUYS. These contracts are signed by the Chief Counsel.

b.) Contracts Requiring Committee Approval

- All contracts in the amount of \$25,000 and above shall be submitted to the full Committee for approval. This shall include contract amendments that cause a contract to exceed \$25,000.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

c.) Contracts Reported to the Committee

- The Chief Financial Officer shall report all procurements greater than \$10,000 to the Committee at their regular monthly meeting for the prior month. The report shall include: vendor name, goods or service purchased and the maximum obligation of the purchase. This will inform the Committee of the financial commitments of the agency on an ongoing basis. The report will be cumulative for the fiscal year.

d.) Pre-Approval of Spending

- The Chief Financial Officer may seek pre-approval from the Committee to cover anticipated spending for the fiscal year when s/he reasonably believes that spending will exceed the approval threshold in (b) above. In the event that actual spending exceeds the pre-approved estimated amount, further approval is not required and actual spending will be reported monthly to the Committee in keeping (c) above.

e.) Monitoring

All contracts are:

- Monitored on a periodic basis by the project manager to determine that contractors are providing goods and services and are in compliance with all contractual obligations.
- Monitored by the CFO or designee on a post audit basis to verify that proper approvals for receipt of goods and services are included and that all charges have been properly applied.

3. VI. Exceptions to the Competitive Procurement Process

A competitive procurement is required for the acquisition of any commodity or service of \$10,000 or above as provided by s. III unless the procurement qualifies as a competitive procurement exception under this policy.

If one of the following nine (9) conditions exist, a competitive procurement is not required;

1. Legislative Exemptions or Legal Restrictions

Sometimes the funding source (the state legislature or the federal government) will exempt a department from the competitive procurement requirements through the enactment of a general or

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

special law. A legislative exemption may recognize, through statute or line item, a unique business relationship that it desires the agency to pursue or may specifically name the contractor that may be awarded a contract.

A similar arrangement may be required through a legal prohibition such as a court order or contractual obligation, i.e., a requirement to use a named vendor for maintenance or else the warranty will be revoked. A copy of the legislative language, court order, or other language authorizing or supporting the exemption must be included as part of the contract.

2. Emergency Contracts

Unforeseen circumstances may require CPCS to procure commodities or services on an emergency basis and prior to Committee approval. Some reasons for emergency procurements include:

- The avoidance of harm to the agency or clients
- The provision of mandated services
- The provision of services or commodities for the health, welfare or safety of persons
- The prevention of property damage

Whenever possible and when required under s. III (a) herein, procurement staff should secure competitive prices or quotes for any emergency procurement.

Emergency expenditures of \$25,000 and above made prior to Committee approval must be subsequently presented to the Executive Committee and reported to the Committee.

An emergency procurement should only be for the period necessary to alleviate the immediate risk of harm, damage or danger. Procurement staff are cautioned that extending emergency contracts to include other items that are not related to the immediate solution of the emergency is not appropriate. For example, an emergency contract to repair or replace a broken pipe should not be extended to include fixing other pipes or plumbing unrelated to the emergency or which present no emergency threat. Non-emergency goods and services need to be covered under a standard competitive procurement.

Procurement staff should, when applicable, execute the appropriate version of the Commonwealth Terms and Conditions as well as a Standard Contract Form as soon as possible after the need for the emergency commodity or service has arisen.

Note: OSD has compiled a reference guide of existing statewide contracts that could be used in an emergency that requires a specific commodity or service. That booklet, Emergency Response Supplies, Services and Equipment, is available on OSD's website under Publications and Reports.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

3. Collective Purchasing

Opportunities for maximizing the value of a procurement are available through “teaming” with other public entities in the procurement process. Under this competitive procurement exception, procurement staff may execute a contract for the provision of commodities or services when an existing contract has already been established by federal agencies, other states or any other public entity.

Collective purchasing with other states, federal agencies or any other public entity requires that prior to any acquisition of a commodity or service under this collective purchase option, OSD should be consulted to confirm and identify those contracts that may be used by departments. In order to use the collective purchase exception, procurement staff may be asked to conduct a due diligence review and post a notice on COMMBUYS when it intends to join a procurement or contract already established by a federal agency, another state or any other public entity.

Due diligence and the decision to use the collective purchase exception must be based on research documenting that the procurement is consistent with the requirements of M.G.L. Chapter 7, sections 22 and 22A and M.G.L. Chapter 30, sections 51 and 52, that it is fair, open and competitive, and that the contract terms (including price terms) represent best value to the department. Research should also determine whether the procuring entity (federal, state or other public entity) complied with any posting requirements. In addition, procurement staff must create and maintain a procurement file, as is required for all procurements, which includes documentation on all due diligence activities and instructions regarding use of the collective purchase contracts.

4. Interim Contracts

Interim contracts are permitted when either (1) an existing contract has been terminated or (2) the existing contract will end but the new procurement has not yet been completed. Under either scenario described below, procurement staff may be faced with an interruption in performance, thereby necessitating an interim contract.

- **Early Termination of an Existing Contract:** When an existing contract has been terminated prior to its expiration, a procurement staff may approach the pool of bidders who submitted responses under the original procurement. CPCS may offer a contract for full or part performance to the bidder that submitted the next best value response.

The contract offer is limited by the contents of the original solicitation and the bidder’s original response for the remaining duration of the original procurement. If the bidder is willing to negotiate within the scope of the original procurement, procurement staff may execute a contract with the bidder.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

If a bidder does not want the contract or wants to substantially change the original response to increase prices, procurement staff may go to the next highest scoring bidder. If a contract can't be negotiated with the original pool of bidders, it should proceed with a competitive procurement (unless the lapse would create an emergency situation).

- **Interim Contracts Due to a Delay in a New Procurement:** Interim contracts may also be used to prevent a lapse in performance when a procurement staff has commenced a new competitive procurement, prior to the termination date of an expiring contract, but has not yet completed the procurement. This interim contract period should not exceed three months. The procurement file should contain documentation that the procurement was commenced timely and that the delay was unforeseen and legitimate. Quality Assurance reviews interim contract procurement files to ensure compliance with these requirements.

5. Contract employees

When CPCS requires the services of an individual, it must determine if the service qualifies as a competitive procurement exception (contract employee) or is subject to a competitive procurement (independent contractor).

In order to make this determination, procurement staff must adhere to M.G.L. c. 149, s. 148B, which contains the three-part test summarized below. A worker is a contract employee (exception) unless:

- The individual is free from control and direction in connection with the performance of the service, both under the contract for the performance of service and in fact;
- The service is performed outside the usual course of the business of the employer; and
- The individual is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the service performed.

6. Private Counsel Division Bar Advocate Program Contracts

In order to fulfill its mission and in keeping with c. 211D, CPCS contracts with Bar Advocate Programs.

- Bar Advocate Program contracts are negotiated, prepared, and monitored by the Director of Criminal Trial Support to determine that contractors are providing the services stated in the

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

contract. The presentation to the Committee will include the selection process utilized by staff.

- Notwithstanding this exemption, all such contracts may be competitively bid at the discretion of the Chief Counsel or his designee.

7. Attorneys, Experts and other Professional Service Providers

CPCS procures the services of attorneys, firms, experts, consultants, facilitators, trainers and others to provide services to assigned counsel as well as CPCS management and staff at all levels.

- Notwithstanding this exemption, all such professional service procurements may be competitively bid at the discretion of the Chief Counsel or his designee. In the event that Committee approval is required, the presentation to the Committee will include the selection process utilized by staff.

8. Information Technology Systems

CPCS has certain unique IT needs and is required to maintain certain software licenses and legacy systems and procure certain support services from IT vendors necessary to maintain, secure, update, and troubleshoot, its IT systems. This exemption does not include hardware and software purchases that would be typical for any state agency, nor does it include any contract for the development of any new software or system. It is limited to those unique IT goods and services necessary for CPCS to operate and maintain the existing infrastructure and applications; however it does not constitute a general exemption for IT procurements.

- Notwithstanding this exemption, all such IT procurements may be competitively bid at the discretion of the Chief Counsel or his designee. In the event that Committee approval is required, the presentation to the Committee will include the selection process utilized by staff.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Section 4 Accounts Payable

4. I. Introduction

This policy establishes vendor and payment procedures that shall be followed by all CPCS staff in accordance with M.G.L. c. 7A and c. 29; comptroller regulations, policies and procedures, when making payments. The goals of this policy are:

- To define uniform vendor and payment procedures to review and process all vendor bills and employee requests for reimbursement in an efficient, accurate and timely manner
- To minimize the burden on administrative resources and expedite routine payments.
- To ensure heightened scrutiny of larger expenditures.

To achieve these goals, the Accounts Payable Unit has developed and implemented Internal Controls designed to segregate duties and perform appropriate reviews and approvals of data entry and expenditure transactions in accordance with the State Comptroller's regulations and State Finance Law. Significant use of automated controls augments manual review.

All payments are made pursuant to the Expenditure Classification Handbook issued by the State Comptroller.

4. II The Chief Financial Officer (CFO)

The Chief Financial Officer oversees the Accounts Payable Unit. The CFO is responsible for all vendor and payment records.

The Accounts Payable Director manages the Accounts Payable (AP) Unit, which is responsible for processing all payments for approximately 5,500 vendors.

4. III. Segregation of Duties

Segregation of duties provides reasonable assurance that no one individual will control a fiscal transaction.

A. Segregation of duties for disbursing funds is accomplished as follows:

1. Requisitioning, encumbering and receiving functions are segregated from the invoice processing and accounts payable functions.
2. Only members of the Vendor Relations Group can enter and update vendors in MMARS.
3. Only members of the Payments Group can process and enter payments in MMARS.
4. Accounts Payable staff cannot override budget/encumbrance errors (allotments, encumbrances, transfers between subsidiaries). The Accounts Payable Director and the Finance Director must resolve budget errors.
5. The Chief Financial Officer handles all transfers within appropriation accounts.
6. The Accounts Payable Director approves payment batch interfaces. In the absence of the Accounts Payable Director, the Finance Director approves the batches.

4. IV. Signature Authorization

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Signature authorization provides reasonable assurance that individuals who obligate the agency or receive funds on behalf of the agency are duly authorized. All signatures must be wet or electronic signatures in accordance with this document. Signature stamps are not permitted. If an individual is not authorized to sign, s/he must find someone who is.

All expenditures identified in this document are properly authorized in accordance with the CPCS Department Head Signature Authorization form on file with the Comptroller's Office.

1. The Chief Counsel, General Counsel and Chief Financial Officer have signatory authority for all documents.
2. The Chief Financial Officer will recommend to the Chief Counsel the level of signatory authority for the Finance Director, Accounts Payable Director, Payments Supervisor and Vendor Relations Supervisor.
3. Extraordinary employee reimbursement expenses (excluding mileage, tolls, parking and public transportation) must be authorized in advance by the employee's supervisor/department head. This authorization must be in writing/email.
4. Non-travel employee expense reimbursements must be authorized in advance by the employee's supervisor/department head. This authorization must be in writing/email. Expenses exceeding a certain amount must receive prior budgetary/finance approval.
5. Employees may not authorize or approve their own expense reimbursements.
6. Employees may not authorize or approve their supervisor's expense reimbursements.

4. V. Policy

The Accounts Payable Unit processes vendors and payments for private attorney services, court costs, goods and services for agency business, and employee reimbursements for travel and other authorized expenses.

- A. The goal for vendor additions and modifications in MMARS is **within 10 business days** of receipt by the AP Unit. Additions or changes to a vendor's information are handled by the Vendor Relations Group. A completed Massachusetts Substitute W-9 Form and EFT Add Update Form are required.
- B. Vendors who do business with CPCS agree to abide by the Commonwealth of Massachusetts' and CPCS's purchasing/payment guidelines.
- C. All vendors should be on EFT. EFT is mandatory for all new vendors, except under extraordinary circumstances as approved by the Accounts Payable Director and allowed by Comptroller Policy.
- D. Vendors are responsible for promptly informing CPCS of any changes to their address or other contact information, through a Massachusetts Substitute W-9 Form sent by paper mail to the AP Unit.
- E. Payments are scheduled for disbursement in accordance with Comptroller Accounts Payable policy. On a post-audit basis, the Accounts Payable Director reviews all payments above a certain dollar threshold and validates that vendors/payments are in accordance with established rules.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

- F. Payment processing timeliness is monitored by reviewing reports and systems, and issuing an update to the CFO monthly.
- G. Billing policies and procedures are available for vendors on the agency website.
- H. Notices of changes to policy or procedure are issued to all Accounts Payable staff, and updated on the agency website.
- I. It is the Accounts Payable Unit's responsibility to:
 - 1. Process invoices that are in good order in accordance with this document.
 - 2. Ensure staff is cross-trained to provide consistency of service.
 - 3. Ensure MMARS is reviewed daily by the AP Unit to correct any rejected or held documents.
 - 4. Review Accounts Payable procedures annually.

The Chief Financial Officer, along with the Finance Director, regularly reviews the status of all appropriated and non-appropriated accounts to ensure that funds are available for all invoices.

Agency Business Payments

Agency business payments are for those goods and services that are required to operate the agency, such as general office supplies and equipment, IT software and equipment, and employee training.

- A. CPCS makes these payments using:
 - 1. purchase orders/requisitions and their associated invoice(s),
 - 2. non-purchase order documents, such as utilities and leases,
 - 3. electronic invoices with supporting documentation, and
 - 4. payment vouchers.
- B. The goal of CPCS is to process invoices in good order **within 10 business days** of receipt by the agency. These payments include:
 - 1. utility payments,
 - 2. Bar Advocate Programs,
 - 3. service agreements,
 - 4. grant payments,
 - 5. Board of Bar Overseers fees,
 - 6. information technology, and
 - 7. all other non-payroll, non-private attorney, and non-court cost expenses.
- C. These payments are charged to expenditure categories in accordance with the Comptroller's policy.
- D. Vendor Responsibilities
 - 1. Vendors are expected to remit invoices directly to the CPCS Accounts Payable Unit via electronic invoice.
 - 2. Vendors must ensure that the purchase order number, invoice number, and account number are accurately identified on all invoices.
- E. Department Responsibilities

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

1. All purchases of goods and services must be approved by the Finance Department prior to ordering unless within a previously approved budget.
2. If a vendor sends an invoice directly to a CPCS department, it must be date stamped and electronically forwarded immediately to the Accounts Payable Unit.
3. Departments must verify that the goods and services received are the goods and services that were ordered, that these goods and services are satisfactory, and that this information is confirmed in writing to the AP Unit.
4. Departments must notify the Accounts Payable Unit via email if a purchase is returned to the vendor for any reason so that the vendor is not paid for the purchase. This should be done in keeping with the vendor's return policy.

F. Accounts Payable Unit Responsibilities

1. Agency business invoices for unaccepted goods/services or goods/services that have not been received should be returned to the vendor within 15 days, explaining the reason to the vendor.
2. Ensure that the invoice and purchase order match in price and quantity (within allowable tolerances) before payment is made. Receipt of goods is confirmed before payment.
3. Ensure that the name or vendor code on the invoice matches the name on the purchase order as payment can only be made to the vendor listed on the purchase order.
4. Ensure that the address on agency business invoices matches an active address on the MMARS vendor file.
5. Date stamp all invoices (system date for electronic invoices and regular date stamp for paper invoices).
6. Ensure that completed invoices are scheduled for payment within 45 days (depending on the Comptroller's Policy) from the electronic invoice receipt date, the invoice receipt date at any agency location, or from the service date. Prompt pay discounts are taken when available.
7. Purchase orders should be finalized (and liquidated/closed if necessary) within 60 days of final acceptance by the Accounting Supervisor.
8. The Payments Group reviews relevant invoice and other documentation to ensure that the good or service has been received.
9. In order for a payment to process, MMARS ensures there is an approved vendor, an encumbrance and an allotment.

Travel and other Employee Reimbursements

Payments for employee reimbursements are paid through the payroll system.

A. Employee Responsibilities

1. Employees must complete the Employee Reimbursement Form at least monthly for their supervisor's approval and submit electronically to the AP unit.

B. Accounts Payable Unit Responsibilities

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

1. Ensure that all reimbursements to employees for travel and other authorized expenses are processed and ready to be entered in HRCMS.
2. All reimbursement requests from employees are electronically date stamped.
3. All routine travel is reviewed and approved by the employee's supervisor in accordance with AP procedures.
4. The Payments Group reviews Employee Reimbursement Expense Reports in accordance with the CPCS Personnel Policies Manual.
5. Travel expenses for attendance at a conference or seminar are approved in writing by the employee's supervisor, the training director, and the division head.
6. Out-of-state travel reimbursements exceeding \$150.00 are approved in writing by the employee's supervisor, the CFO/designee, and the division head prior to travel.
7. Payments for travel expenses for attendance at conferences and seminars or out-of-state travel must be authorized by the Accounts Payable Director.
8. Post-audit of expense reimbursements is performed.

C. Dynacash Checking Account

The Dynacash checking account is for emergency payroll expenditures. The CFO authorizes all checks from this checking account. It is also a positive pay system.

There is a monthly review of checks to ensure that all have been cashed. If a check remains uncashed it will be forwarded to the Unpaid Check Fund in accordance with the State Treasurer's procedures.

Procurement Cards (P-Cards)

Procurement cards are a payment method that is important to the smooth functioning of the agency. There are a limited number of cards, and they are used in compliance with the Commonwealth Procurement Card Program Policy and Procedure. Cards must be approved by the Chief Financial Officer. There is a dollar limit per person per payment cycle, and the cards are reviewed annually by the CFO.

The CFO must notify the Comptroller's Office when a P-Card holder leaves CPCS, or is no longer authorized to have a P-Card.

A. Card Holders' Responsibilities

1. Card holders must use the P-Card in accordance with CPCS policy.
2. Card holders must submit documentation of purchases monthly in accordance with Accounts Payable procedure.

B. Accounts Payable Unit Responsibilities

1. Reconciliation of the P-Card statement monthly
2. Payment of the P-Card statement monthly

Private Attorney Invoices

The goal of CPCS is to process these invoices received in good order **within 6 business days** of receipt by the AP Unit.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

- A. These payments include electronic payment requests from private attorneys for legal services (Ebills).
- B. These payments are charged to expenditure categories in accordance with the Comptroller's policy.
- C. Vendor Responsibilities

Private bar attorneys must remit invoices through the Ebill system on the CPCS website.

- D. Department Responsibilities

If a vendor sends an invoice directly to a CPCS department, it must be date stamped and electronically forwarded immediately to the Accounts Payable Unit.

- E. Accounts Payable Responsibilities

- 1. Changes to attorney billing policies or rates are communicated via Ebill, and are in accordance with the law and CPCS policy.
 - 2. All invoices are date stamped. Most of invoices are electronically date stamped.
 - 3. Paralegal, Associate, and Supervising and Mentor Attorney bills receive manual review by the Payments Group.

- F. Automated Controls

Attorney payments are processed through Ebill. An internal program runs a series of checks ensuring that:

- 1. The charges are in CPCS's scope (i.e. there is the possibility of incarceration or the client otherwise has the right to legal representation),
 - 2. attorney is within caseload limits,
 - 3. attorney is certified for type of case noted,
 - 4. attorney has current insurance information on file,
 - 5. attorney is not suspended,
 - 6. assignment is current, and
 - 7. Ebills, received after required deadlines, are automatically reduced by 10% or not paid.
- There is an appeal process.

A program generates reports summarizing data processed; it also generates attorney notification letters regarding problems found.

In order for a payment to process, MMARS ensures there is an approved vendor, an encumbrance, and allotment.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Court Cost Invoices

The goal is to process invoices to all vendors paid from 0321-1520, the Indigent Court Cost Account, (ICCA) that are received in good order **within 25 business days** of receipt by CPCS.

- A. These payments are charged to expenditure categories in accordance with the Comptroller's policy.

B. Vendor Responsibilities

Vendors paid through the ICCA must remit invoices through the Ebill or Vbill system, or as otherwise directed by CPCS, and send any required supporting documentation to the Accounts Payable Unit.

C. Department Responsibilities

1. If a vendor sends an invoice directly to a CPCS department, it must be date stamped and electronically forwarded immediately to the Accounts Payable Unit.
2. Staff attorneys must review and approve/disapprove Vbills submitted for their cases.

D. Accounts Payable Unit Responsibilities

1. Changes to attorney and court cost billing policies or rates are communicated via Vbill, and are in accordance with the law and CPCS policy.
2. Date stamp all invoices (system date for electronic invoices and regular date stamp for paper invoices).
3. Payments Group members ensure that:
 - a. Proof of client's indigency is provided,
 - b. Invoice is affiliated with a court-approved motion, where applicable,
 - c. Vendor rate is correct
 - d. The type of service matches the vendor's approved expertise
 - e. Confirm that vendor time records match Vbill, and
 - f. Services are within the scope of the Indigent Court Cost Fund.

E. Automated Controls

Most court cost payments are processed through Vbill. In addition to manual reviews, internal programs run a series of checks ensuring that:

1. Only experts that have been approved for payment purposes by CPCS are paid, and
2. Where applicable, vendors are only paid up to the amount allowed by the court.

Mitigation of Potential Risks for Vendors and Payments

- A. Ensure adequate funding for agency constitutional mandate:
- Manage and report obligations monthly to the Committee and legislature,
 - Once appropriations are available, process payments as efficiently as possible.
- B. Ensure adequate training of staff:
- Document processes for accounts payable unit and review semiannually with staff and as part of orientation for new AP staff,
 - a. Include required documentation for individual transaction types.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

- Offer AP staff at least two trainings per year,
- Cross train staff semiannually to handle different transactions when needed.
- C. Ensure Business Continuity:
 - Create and annually review the AP business continuity plan, and consider:
 - a. the building being unavailable,
 - b. the connection to the Commonwealth's server being down,
 - c. a major illness in the unit.
 - d. an appropriation being signed on a Saturday.
- D. Ensure against vendor fraud for agency business:
 - A CPCS staff member must certify receipt of goods and services.
 - A purchase order and encumbrance is required for all goods and most services.
 - Billing guidelines are stated in the purchase order or other contract.
 - Each invoice is reviewed for accuracy and matched to the purchase order or other contract.
 - All agency business bills totaling \$5,000 and greater are reviewed and signed by Accounts Payable Director prior to payment.
- E. Ensure against external fraud of the Ebill or Vbill systems:
 - Security access is a combination of email address, password, passkey and security questions.
 - BBO number of attorney entering Requests for Payment in Ebill must match BBO of attorney in Notice of Assignment of Counsel (NAC) record.
 - Ebill program contains numerous automated controls.
 - Daily attorney billing reports are produced that include a list of the highest 5% of bills received by dollar amount and a detailed report of all bills received in order of highest to lowest dollar amount.
 - When incremental case billing totals reach or exceed expected amounts, system automatically sends these bills for review by attorney staff.
 - Unusual attorney billing patterns are reported to the Audit & Oversight Department for review.
- G. Ensure against court cost vendor fraud:
 - Hiring attorney must certify bill if the services are rendered by an expert, private investigator, social worker, interpreter, or transcriptionist.
 - An allowed motion is required for most services; payment is limited to the amount of the motion.
 - A rate and qualification guideline for specific expert categories is published on CPCS's website; an expert's hourly rates are reviewed in accordance with the guideline.
 - A copy of a new expert's curriculum vitae is required, and qualifications are reviewed by the CPCS Director of Forensic Services or her designee. Rates for vendors in unpublished categories of services are determined by the Audit and Oversight Director or his designee.
 - Each bill is reviewed for accuracy, indigency requirements and compliance with CPCS policies.
 - Unusual billing habits are reported to the Audit & Oversight Department.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

- There is an automated vendor billing system (Vbill) with invoice rules.
 - Court cost bills exceeding \$5,000 are reviewed by Audit & Oversight prior to payment.
- H. Ensure against internal fraud by employees:

- Duties are properly segregated (for example Payment Analyst does not enter NACs).
- Access level in MMARS is limited to specific duties.
- New vendors and vendor updates are reviewed by a Senior Vendor Specialist or Supervisor and by State Comptroller's office prior to approval.
- Non-attorney and non-court cost invoices greater than \$1,000 are reviewed by at least two individuals.
- MMARS Interfaces are reviewed by Director of Accounts Payable or the Finance Director.
- Individualized passwords, including those for desktops, email, MMARS, and CPCS's internal payment systems, are not shared.
- Accounts are reconciled monthly.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Section 5 Payroll Cycle

5. I. Introduction

This policy establishes payroll procedures that shall be followed by all CPCS staff in accordance with M.G.L. c. 7A and c. 29; comptroller regulations, policies and procedures. The goals of this policy are:

- To define uniform payroll procedures to provide efficient service to all employees.
- To minimize the burden on administrative resources.
- To ensure heightened scrutiny of larger payroll expenditures.
- To ensure that employees are paid for all hours worked,
- To ensure that employees receive all earned benefits, such as, vacation, personal and sick time,
- To prevent against overpayment of employees,
- To ensure accurate reporting of time as worked or used,
- To be in compliance with the Fair Labor Standards Act; this establishes minimum wage, overtime pay, record keeping, and child labor standards.

CPCS is a judicial branch agency exempt from G.L. c.7, §22, c.30, §51, and c.30, §52. CPCS uses c.30 and HRD policies as a guide for consistency and efficiency.

5. II. Human Resources Director

The Human Resources Director oversees payroll and is responsible for all personnel /payroll decisions and records.

Wages, salaries and employee benefits are determined by the Committee and the Appointing Authority based on MCL Chapter 30. The Chief Counsel is the appointing authority, and has delegated this authority to the HR Director.

5. III. Segregation of Duties

The HR Operations Unit in the Human Resources Department manages the payroll system, which is separate from the Staffing Unit. During FY'17, the department is understaffed and this segregation is challenging. The Interim Assistant Director has met with the HR staff regarding each individual's authority and followed up with a confirming memorandum.

5. IV. Signature Authorization

All personnel commitments and expenditures identified in this policy are properly authorized in accordance with the CPCS Department Head Signature Authorization form on file with the Comptroller's Office.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

- a. The Chief Counsel, General Counsel and Human Resources Director have signatory authority for all human resources and payroll decisions/documents.
- b. The Chief Financial Officer will recommend to the Chief Counsel the level of signatory authority for Human Resources staff, based on the HR Director's recommendation.
- c. Security to access the system for HR staff is recommended by the HR director and approved by the CFO.
- d. Department supervisors are authorized to approve time and attendance of their direct reports.
- e. Employees may not authorize or approve their own time and attendance.
- f. Employees may not authorize or approve their supervisor's time and attendance.

5. V. Payroll Policy

CPCS is on a biweekly payroll cycle which is part of the Commonwealth's HRCMS System and issues direct deposits and checks every other Friday. The pay period is Sunday thru Saturday. 100% of employees are on direct deposit. Electronic pay advices are available through Self-Service.

A. Time and Attendance

- CPCS is on Time and Attendance Self-Service and all payroll expenditures are supported by appropriate evidence that employees actually worked or had authorized paid leave. The HRCMS System is the official time and attendance and payroll record of the Commonwealth.
- A record of time and attendance is required by law. All hours worked, used, overtime hours, compensatory time, etc. is reviewed and approved by the employee's supervisor/manager online. There are several options to satisfy this requirement: time sheets, email, calendars, etc. The supervisor must have either personal knowledge of an employee's attendance or have established a series of reliances to have reasonable assurance of the employee's attendance. To meet these requirements, 1) all employees must confirm time worked and input time used and 2) a supervisor must have knowledge of the time worked and confirm with their online approval to ensure the accuracy of this data. Managers' online approval must be done by Friday before payroll runs.

B. Other Payroll Controls

- HRCMS is integrated with the Commonwealth's Accounting System to ensure proper account posting. Reports are systematically used to validate payroll expenditures.
- All new hires and changes in employment/salary/wage rates are authorized by the division/department heads, approved by finance and HR and documented in HRCMS. Availability of funds is checked when the transaction is processed.
- Voluntary payroll deductions are authorized by employees, approved by HR and documented in HRCMS by the Payroll Unit. Involuntary payroll deductions are authorized by legal entities and documented in HRCMS by the Payroll Unit.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

- Retroactive changes to the payroll record are authorized by the division/department heads, approved by the HR director and input by the central Payroll Unit in HRCMS.
- There is an account for manual emergency payroll checks (DYNACASH). Contact the CFO. No employee should go without pay.
- Payroll expenditures are reconciled by the HR Operations Unit, and reviewed and approved by the CFO. *This process occurs prior to each payday.*
- When an employee leaves CPCS service, HR notifies the CFO/Security Officer and Finance Director.

5. VI. Mitigation of Potential Risks for payroll processing

A. Ensure against payroll errors:

- Payroll Unit reconciles payroll biweekly and signed off by the Assistant Director and CFO. Reconciliations are stored in payroll. The unit is working on a more automated process for reconciliation.

B. Ensure against internal fraud by employees:

- Review current employee security to be in compliance with HRCMS security roles.

C. Ensure that HR is following best practice for payroll:

- Update current practice to comply with Comptroller best practice.

D. Ensure that employees have confidential space to discuss benefits/FMLA issues:

- Management is establishing new confidential space for HR.

E. Ensure smooth HR operations:

- Create a calendar of annual and monthly events.

F. Ensure full use of HRCMS:

- Work with the Comptroller's Office to take advantage of all automated processes in HRCMS.
- Attend Comptroller trainings to increase knowledge of the system capacity, including the HRCMS Warehouse.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Section 6 Security

6. I. Introduction

This policy establishes standards for security access to Commonwealth Systems that shall be followed by all CPCS staff in accordance with Office of the Comptroller, Human Resources Division and the Massachusetts Office of Information Technology policies and directives. The goals of this policy are:

- To define uniform procedures to manage employee security access for Commonwealth systems,
- To ensure that employees receive approved access in a timely manner, and
- To ensure the resources of CPCS are managed properly.

Security is the foundation of Internal Controls and good fiscal management. Approval of transactions in the state financial systems, human resource systems and other commonwealth systems that are authorized by CPCS, serve as an affidavit from the Department Head to the State Comptroller's Office, State Human Resources Division and State Information Technology Division that transactions and their supporting documents are accurate and complete, the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

6. II. Chief Financial Officer/Security Officer

The Chief Financial Officer has been appointed the Security Officer, and performs a key role within the department. The Security Officer has a concrete understanding of systems, security, and internal controls, as well as segregation of duties. This provides reasonable assurance that enterprise systems security is managed well within the department. There is also an Assistant Security Officer who is authorized to handle the Security Officer's functions in his/her extended (a week or more) absence.

6. III. Segregation of Duties

Two CPCS managers review security requests in the agency, the employee's division/department head and the Security Officer.

The CPCS Security Officer and Chief Information Officer coordinate access to the Commonwealth systems. The Security Officer defines and authorizes the business access permissions, and the Chief Information Officer provides the technical access based on the Security Officer's authorization.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

SECURITY OFFICER PRIMARY RESPONSIBILITIES:

- a) Authorizes individual employee access to the Commonwealth systems based on the approval of the employee's division/department head and knowledge of the systems.
- b) Responsible for briefing the Senior Management Team regarding the implications of granting Commonwealth system security roles to the fiscal integrity of the organization.
- c) Manages security roles.
- d) Creates a notification system to ensure that the Security Officer and the Chief Information Officer receives any employee changes or terminations from HR, as these actions may affect security access and roles.
- e) Maintains accurate records of the security roles assigned to each individual and ensures that a listing of all Administrator Roles with Department Head Signature Authorization is filed with the Department's Internal Controls.
- f) Prepares or supervises the preparation and approval of all Security Request Forms.
- g) Attends all Security meetings and training sessions, and briefs staff on security updates.
- h) Ensures that all written and electronic communications from the CTR, ANF and other applicable oversight departments are disseminated to the appropriate Department personnel, including the CIO and HR Director, in a timely manner.

CHIEF INFORMATION OFFICER PRIMARY RESPONSIBILITIES:

- a) Responsible for providing access to systems as authorized by the Security Officer, including identifying a back-up technician to provide access in the absence of the lead technician.
- b) Terminates employee access to all systems when notified by HR that employee has terminated or changed jobs within CPCS. In the latter case, the new division/department head must request new security.
- c) Maintains an audit trail of who provided access to systems and/or changed access to systems based on authorizations of the Security Officer.

6. IV. Signature Authorization

The Commonwealth Systems primarily used by CPCS are;

CIW: The Commonwealth Information Warehouse provides access to financial, labor cost management, time and attendance, human resources and payroll data.

HR/CMS: The Human Resource/Compensation Management System supports time and attendance, human resources and payroll.

InTempo: The on-line security system through which your Department Security Officer and Security Administrators request access to these enterprise systems through Mass IT.

MMARS/LCM: The Massachusetts Management Accounting and Reporting System, including the Labor Cost Management sub-system, support the financial functions performed by Commonwealth Departments.

Registry of Motor Vehicles (RMV): The Uninsured Motorist System (UMS) at the registry is used to access location information for clients and witnesses. CPCS Investigators are the only employees that have access to the RMV records, and are pre-approved by their division heads due to the nature of their jobs. There is an RMV form that is completed by the investigator and submitted to the RMV for approval. The employee then signs an affidavit regarding confidentiality of information

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

retrieved, and is granted access by RMV. A Commonwealth UAID is required to access the UMS system. There are less than 30 investigators who have access to the system.

Criminal Offender Record Information (CORI): CORI is used to obtain criminal offender record information on clients and witnesses, and prior to employing investigators and social service advocates. The CPCS General Counsel and the Deputy Chief Counsel, Public Defender Division are the signatories to the inter- agency agreement with the Department of Criminal Justice Information Services. There are a limited number (less than 10) of CORI certified employees in the agency who are located at 44 Bromfield Street; two are dedicated to retrieving client and witness information for attorneys who request the information electronically. The CORI Administrator authorizes these employees and administers the CORI certification and recertification test. After passing the computer based test, the CORI system grants the employee access. Each CORI certified employee must submit to a CORI review. A Commonwealth UAID is not required to access the CORI system.

All Commonwealth systems contain confidential data that is protected by both federal and state privacy laws. In no case should an employee have privileges beyond those necessary to complete their job duties.

These systems are the “official record” of the Commonwealth. Electronic signatures will be used to “certify” transactions as official records. The Department Head (agency head) is automatically an Authorized Signatory by virtue of the title. All other Authorized Signatories must obtain MMARS access to be identified and tracked through security. Employee Access and Authorization is properly documented on the Department Head Annual Approval of Statewide Enterprise Systems Security submitted by the Security Officer to the Comptroller’s Office.

A. The Chief Counsel, General Counsel and Chief Financial Officer have signatory authority for all documents.

B. The Security Officer will authorize access to all commonwealth systems based on the Department/Division head’s signature and report security data to the Comptroller’s Office annually. The names of all employees who have security access to the systems are on file with the Security Officer.

6. V. Policy

Department/division heads request employee access to systems by submitting a request form to the Security Officer or designee. Security forms are available from the Assistant Security Officer. The forms must be signed by the Department/Division head or designee. Security requests will not be handled verbally or by email.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

Section 7 Audit and Oversight

7. I. Introduction

This policy establishes audit and oversight procedures for attorney invoices and vendor compensation in accordance with M.G.L. c. 211D s.12. The goals of this policy are:

- To define uniform procedures to identify, review and follow up, if necessary, with attorneys and vendors who are billing beyond the limits of the law, in an unusual pattern, and general random post audits, and
- To minimize inherent risks associated with the compensation requirements of M.G.L. c. 211D.

MGL c.211D, s.12 directs the committee to establish an audit and oversight department to monitor billing and private attorney and vendor compensation. The department has a director, two auditors, three staff attorneys, and an administrative assistant. With more than 500,000 payments annually, the agency provides reasonable assurance that payments are accurate in accordance with the law and Chapter 7 of the Assigned Counsel Manual. There are two types of auditing:

- automated system controls and billing rules contained in the programming, and
- full audits, random audits, travel audits, bale only case audits and management reviews performed by the department.

7. II. General Counsel

The General Counsel oversees the Director of the Audit and Oversight Department. The Director is responsible for managing all audits, and determining the number and procedure for each type of audit. The Director submits an annual report to the General Counsel for the prior fiscal year, and the Accounts Payable Director and the Director of Audit and Oversight meet quarterly to provide coordination and prevention planning opportunities.

7. III. Segregation of Duties

The General Counsel oversees the Audit and Oversight Department and the Chief Financial Officer oversees the Accounts Payable Unit.

7. IV. Signature Authorization

Signature authorization for the Audit and Oversight Department resides with the Chief Counsel, unless delegated in writing.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

7. V. Policy

Audit and Oversight performs the following audits and reviews:

A. E-Bill Random Audits—management of the attorney’s bill, compliance with policy, record keeping, case load, etc. These reviews establish the Department’s oversight presence; serve a critical IRS random audit function and identify possible candidates for further review or audit. They also allow us to correct recordkeeping and billing issues in an efficient manner.

B. Attorney Eight (8) Hour Daily Billing Limits and Waivers—management of the daily billing limit and requests from attorneys to exceed the Committee’s presumptive 8 hour daily cap on billable hours.

C. Vendor Twelve (12) Hour Daily Billing Limits and Waiver—management of the daily billing limit and requests from vendors to exceed the presumptive 12 hour cap on daily billable hours effective FY 2017.

D. Court Cost Vendor Extraordinary Bill Reviews—reviews all extraordinary (currently greater than \$5,000) court cost vendor bills prior to payment.

E. Audit and Internal Control of Late Attorney Bill Submissions—Attorneys have a right to appeal the denial of payment where a bill is rejected as untimely under c. 211D s. 12(a). The Director of A&O has been delegated this determination by the Chief Counsel.

F. Audit and Internal Control of Late Court Cost Vendor Bill Submissions—Vendors have a right to appeal the denial of payment where a bill is rejected as untimely under c. 211D s. 12(b). The Director of A&O has been delegated this determination by the Chief Counsel.

G. Travel Audits—performs travel audits to attorneys who billed the highest number or percentage of hours/dollars billed for travel. These are performed as resources allow and generally every other year.

H. Bail Only Case Audits—manages the system to ensure that CPCS is not paying for client representation where the attorney is assigned for purposes of bail only rather than the case in chief.

I. Court Cost Vendor Hourly Billing Rate Setting—manages and is charged with reviewing and recommending rates for Court Cost Vendors who are paid from the Indigent Court Cost Act (c. 261 s. 27A-27G) where the Committee has not established a published rate.

J. Private Counsel Professional Liability Insurance Verification & Audits—manages and enforces the Committee’s professional liability insurance policy

K. Audit Of Assigned Counsel Paralegal Expenses—reviews paralegal billing data and requests proof of qualifications of the highest paid paralegals annually to ensure compliance with credential requirements in the Manual.

L. ACM s. I Audits—Multi-Year full audits are utilized by the Department where appropriate in keeping with proper resource allocation in cases where there appears to be over-billing on assigned cases by counsel.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

M. Private Investigator Vendor Annual Payment Registration, State Police License Check & Database Management—charged with management, oversight, and enforcement of the Committee’s Private Investigator Vendor policy including the annual check of investigator licenses.

N. Data Analysis For and Reports to CPCS Senior Management—provides financial, billing, caseload and other information to management on a monthly and as-needed basis.

O. Billing System Suspensions—manages the suspension system for attorneys and vendors in the billing system and maintains detailed records of action taken.

P. Attorney Fiscal Year Case Load Audits—manages & enforces the Committee’s policy limiting each counsel’s annual fiscal year case load.

Q.1350 Hour New Assignment Limit—manages the 1,350 hour restriction as provided by c. 211D

R. New Attorney 1,500 Hour Limit—manages and enforces the 1,500 hour cap on billable hours applied to recently barred attorneys.

S. Court Cost Vendor 1,650 Hour Limit—manages and enforces the 1,650 hour cap on billable hours and requests for waivers of the cap.

T. General Accounting—All payments received by A&O follow the cash receipts procedures in Section 2 of this document.

U. AP Vbill Random Audits of Court Cost Vendors (Support As-Needed)—Audit and Oversight handles any audits of vendors who either refuse to cooperate with the Accounts Payable Unit, or do comply, however, their response results in a referral.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Section 8 Fixed Assets

8. I. Introduction

This policy establishes standards for the management of fixed assets and other assets. The goals of this policy are:

- To define uniform procedures to manage all physical assets, and
- To ensure prevention of loss of CPCS property.

CPCS manages its assets in accordance with Comptroller's Office Fixed Assets-Acquisition Policy and the mid-year and annual capital asset inventory review.

8. II. Chief Financial Officer/Fixed Asset Manager

The Chief Financial Officer (CFO) is responsible for determining assets as GAAP Fixed Assets, non-GAAP Fixed Assets or assets. All CPCS assets are resources of the commonwealth. They need safeguarding and must be tracked.

8. III. Segregation of Duties

An external team performs the annual inventory reconciliation.

8. IV. Signature Authorization

The CFO signs off on annual inventory reconciliation.

8. V. Policy

CPCS does not own assets that meet the criteria of GAAP Fixed Assets, therefore, does not have any assets recorded in the Fixed Assets Subsystem in MMARS. CPCS does comply with the mid-year and annual capital asset inventory review documenting the lack of GAAP Fixed Assets.

CPCS does have a complete inventory of assets (equipment, furniture, etc.) for all 23 locations in the commonwealth. All assets have been tagged and listed in an electronic inventory system, and will be reconciled annually.

The CFO issues asset inventory guidelines for the agency. These include:

- Identification of an employee at each location who is in charge of inventory,
- Instructions on how to update the inventory system when equipment/furniture is disposed of or moved to another room or location, and
- Procedures on how and when to dispose of equipment/furniture.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Section 9 Paper Records Management

9. I. Introduction

This policy establishes standards for the management, retention and destruction of CPCS paper records. The goals of this policy are:

- To define uniform procedures to manage all paper records, and
- Ensure compliance with the SJC Rules of Professional Conduct
- To ensure the historical legal related records of CPCS are properly archived.

CPCS manages its records under the mandates of the Massachusetts Supreme Judicial Court's Rule 3:07, "Rules of Professional Conduct," guidance from the Massachusetts Statewide Records Retention Schedule statute and Comptroller regulation 815 CMR 10.00: Records Management of Bills, Vouchers and Contracts. The Massachusetts Statewide Retention Schedule is produced under the statutory provisions of Massachusetts General Laws c.4, § 7(26) and c. 30 § 42. CPCS is not subject to the Public Records Law. See Kettenbach v. Board of Bar Overseers, 448 Mass 1019 (2007). In this case the SJC determined that judicial branch agencies are not subject to the Public Records Law. The Public Records Division of the Secretary of State's office has held in numerous decisions that CPCS is a judicial agency.

9. II. Chief Financial Officer/Records Administrator

The Chief Financial Officer (CFO) has been appointed the Records Administrator and oversees all paper records for CPCS. The Records Administrator is responsible for establishing standard schedules governing the retention and disposition of all paper records:

- Finalizes the records retention schedule for all financial records, including finance, human resources, and other administrative records.
- Collaborates with the General Counsel to create and finalize the records retention schedule for the legal records.

9. III. Segregation of Duties

The Records Administrator reports annually to the Senior Management Team on the status of records management.

9. IV. Signature Authorization

The Records Administrator authorizes record destruction on an annual basis. Records cannot be destroyed without permission, even if the records have past their destruction date.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

9. V. Policy

The Records Administrator issues records management guidelines for the agency. These include:

- Annual review and disposition of records—those that have retention schedules and those that are retained for administrative use only,
- Personally Identifiable Information (PII)—all records are shredded,
- Definition of record vs. non-record, and
- Storage of records—on site vs. off-site vs. imaging.

Each division/department will appoint a records custodian to manage the records within their department.

Records in paper form may be digitally scanned or similar, and substituted for the original document, unless this is prohibited by law, regulation or CPCS policy. The applicable retention period for a record does not change when a properly substituted image of the record is created. A record's standard retention period begins according to the original record's creation, not the date on which the substitute image was created.

Records of Historic Value, under state law, are all records created prior to 1870. The Commonwealth Archives may deem certain records created after 1870 to be of historic value. Records of Historic Value may not be destroyed and should be sent to the Commonwealth Archives.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

[Appendix 1](#)

Commonwealth of Massachusetts
Office of the State Comptroller:

Internal Control Legislation

Chapter 647 of the Acts of 1989

Chapter 647 THE COMMONWEALTH OF MASSACHUSETTS *In the*
Year One Thousand Nine Hundred and Eighty-nine

AN ACT RELATIVE TO IMPROVING THE INTERNAL CONTROLS WITHIN STATE AGENCIES.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Notwithstanding any general or special law to the contrary, the following internal control standards shall define the minimum level of quality acceptable for internal control systems in operation throughout the various state agencies and departments and shall constitute the criteria against which such internal control systems will be evaluated. Internal control systems for the various state agencies and departments of the commonwealth shall be developed in accordance with internal control guidelines established by the office of the comptroller.

(A) Internal control systems of the agency are to be clearly documented and readily available for examination. Objectives for each of these standards are to be identified or developed for each agency activity and are to be logical; applicable and complete. Documentation of the agency's internal control systems should include (1) internal control procedures, (2) internal control accountability systems and (3), identification of the operating cycles. Documentation of the agency's internal control systems should appear in management directives, administrative policy, and accounting policies, procedures and manuals.

(B) All transactions and other significant events are to be promptly recorded, clearly documented and properly classified. Documentation of a transaction or event should include the entire process or life cycle of the transaction or event, including (1) the initiation or authorization of the transaction or event, (2) all aspects of the transaction while in process and (3), the final classification in summary records.

COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Appendix 1

(C) Transactions and other significant events are to be authorized and executed only by persons acting within the scope of their authority. Authorizations should be clearly communicated to managers and employees and should include the specific conditions and terms under which authorizations are to be made.

(D) Key duties and responsibilities including (1) authorizing, approving, and recording transactions, (2) issuing and receiving assets, (3) making payments and (4), reviewing or auditing transactions, should be assigned systematically to a number of individuals to insure that effective checks and balances exist.

(E) Qualified and continuous supervision is to be provided to ensure that internal control objectives are achieved. The duties of the supervisor in carrying out this responsibility shall include (1) clearly communicating the duties, responsibilities and accountabilities assigned to each staff member, (2) systematically reviewing each member's work to the extent necessary and (3), approving work at critical points to ensure that work flows as intended.

(F) Access to resources and records is to be limited to authorized individuals as determined by the agency head. Restrictions on access to resources will depend upon the vulnerability of the resource and the perceived risk of loss, both of which shall be periodically assessed. The agency head shall be responsible for maintaining accountability for the custody and use of resources and shall assign qualified individuals for that purpose. Periodic comparison shall be made between the resources and the recorded accountability of the resources to reduce the risk of unauthorized use or loss and protect against waste and wrongful acts. The vulnerability and value of the agency resources shall determine the frequency of this comparison.

Within each agency there shall be an official, equivalent in title or rank to an assistant or deputy to the department head, whose responsibility, in addition to his regularly assigned duties, shall be to ensure that the agency has written documentation of its internal accounting and administrative control system on file. Said official shall, annually, or more often as conditions warrant, evaluate the effectiveness of the agency's internal control system and establish and implement changes necessary to ensure the continued integrity of the system. Said official shall in the performance of his duties ensure that: (1) the documentation of all internal control systems is readily available for examination by the comptroller, the secretary of administration and finance and the state auditor, (2) the results of audits and recommendations to improve departmental internal controls are promptly evaluated by the agency management, (3) timely and appropriate corrective actions are effected by the agency management in response to an audit and (4), all actions determined by the agency management as necessary to correct or otherwise resolve matters will be addressed by the agency in their budgetary request to the general court.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

[Appendix 1](#)

All unaccounted for variances, losses, shortages or thefts of funds or property shall be immediately reported to the state auditor's office, who shall review the matter to determine the amount involved which shall be reported to appropriate management and law enforcement officials. Said auditor shall also determine the internal control weakness that contributed to or caused the condition. Said auditor shall then make recommendations to the agency official overseeing the internal control system and other appropriate management officials. The recommendations of said auditor shall address the correction of the conditions found and the necessary internal control policies and procedures that must be modified. The agency oversight official and the appropriate management officials shall immediately implement policies and procedures necessary to prevent a recurrence of the problems identified.

House of Representatives, December 21, 1989.

Passed to be enacted, George Keverian, Speaker.

In Senate, December 22, 1989.

Passed to be enacted, William M. Bulger, President.

January 3, 1990.

Approved,

Michael Dukakis

Governor.

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COMMITTEE FOR PUBLIC COUNSEL

INTERNAL CONTROL PLAN

Appendix 1

Commonwealth of Massachusetts
Office of the State Comptroller:

Internal Control Legislation

Chapter 647 of the Acts of 1989 - Report on Unaccounted for Variances, Losses, Shortages, or Thefts of Funds or Property

TO: Agency Heads

FROM: Robert A. Powilatis, Deputy for Auditor and Investigative Services

DATE: January 18, 1996

RE: Law Relative to Improving the Internal Controls Within State Agencies

Chapter 647 of the Acts of 1989 was passed on January 3, 1990 and became effective on April 3, 1990. The law establishes the minimum level of quality acceptable for internal control systems for state agencies of the Commonwealth. Internal control systems for state agencies should be developed in accordance with internal control guidelines established by the Office of the State Comptroller. We will review compliance with the law during our audit engagements.

This law also requires that all unaccounted for variances, losses, shortages or thefts of funds or property be immediately reported to the Office of the State Auditor (OSA). The OSA is required to determine the amount involved and the internal control weaknesses that contributed to or caused the condition, make recommendations for corrective action, and make referrals to appropriate law enforcement officials. In order to comply with this law, we are requesting that all unaccounted for variances, losses, shortages or theft of funds or property be reported immediately to the OSA on the attached form.

Should you have any questions or desire additional information, please contact Howard Olsher, Director of State Audits at (617) 727-6200 (x25).

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

[Appendix 2](#)

Mission Statement and Values

2016

Mission Statement: We fight for equal justice and human dignity by supporting our clients in achieving their legal and life goals. We zealously advocate for the rights of individuals and promote just public policy to protect the rights of all.

Values:

Respect. We value the dignity of all our clients, staff, private attorneys and service providers. We are supportive of each other.

Excellence. We strive to meet the highest standard of professionalism through hard work, thorough preparation, passion and persistence.

Client-Centered Advocacy. We champion the rights and zealously advocate to achieve the stated objectives of our clients throughout the justice process in a way that helps them achieve their goals.

Inclusiveness. We embrace diversity and collaboration throughout and within our agency and client communities.

Justice. We strive to work as one team towards the common goal of an equitable and just society.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

[Appendix 3](#)

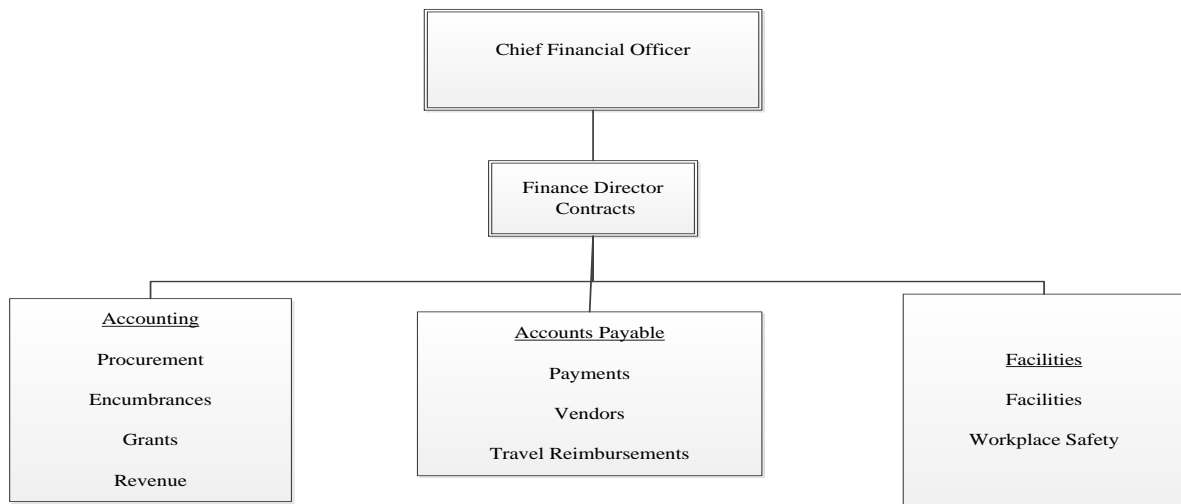
Strategic Planning Initiatives for 2016/17

1. Improve Agency Diversity and Cultural Competence.
2. Strategically Allocate Resources to Appropriately Support both Private Assigned Counsel and Staff Clients.
3. Strategically Allocate Appellate and Special Litigation Resources.
4. Strategically Allocate Training Resources.
5. Implement Findings and Recommendations from the Job Classification Study.

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN

[Appendix 4A](#)

Finance Department Organization Chart



Updated: October, 2016

COMMITTEE FOR PUBLIC COUNSEL INTERNAL CONTROL PLAN