



TOWN OF FREETOWN

3 NORTH MAIN STREET
ASSONET, MASSACHUSETTS 02702

Snowplow Checklist

Please return the following items. Incomplete applications will not be considered.

- ☐ Completed application (page 2)
- ☐ Completed and signed agreement for hired equipment services/snowplowing (pages 3-5)
- ☐ Copy of driver's license.
- ☐ Copy of Certificate of Insurance naming The Town of Freetown as an **additionally insured**.
- ☐ Copy of Commercial Vehicle Registration
- ☐ Certificate of Non-Collusion (page 9)
- ☐ Certificate of Tax Compliance (page 9)
- ☐ Alcohol & Controlled Substance Waiver (page 10)
- ☐ Completed W9 (page 11)
- ☐ Completed Worker's Comp. Insurance Affidavit [all applicants must fill out this form. In the event you do not have employees check box 2 and sign the form](page 12-13)



TOWN OF FREETOWN

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APPLICATION TO PLOW

July 27, 2022

VEHICLE OWNER INFORMATION

PLOW DRIVER INFORMATION

NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

PAYMENTS SHOULD BE MADE OUT TO: OWNER DRIVER (CIRCLE ONE)

VEHICLE 1

MAKE: _____ MODEL: _____

YEAR: _____ PLOW SIZE: _____ ft. REG. #: _____

VEHICLE 2

MAKE: _____ MODEL: _____

YEAR: _____ PLOW SIZE: _____ ft. REG. #: _____

VEHICLE 3

MAKE: _____ MODEL: _____

YEAR: _____ PLOW SIZE: _____ ft. REG. #: _____

HOURLY RATES FOR 2022-23

8 ft. plow.....\$ 85.00 per hour
9 ft. plow.....\$ 91.00 per hour
10+ ft. plow.....\$ 110.00 per hour
Loader with 3cy bucket\$130.00 per hour



TOWN OF FREETOWN

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AGREEMENT FOR HIRED EQUIPMENT SERVICES / SNOW PLOWING

THIS AGREEMENT made this ____ day of _____, by and between the Town of Freetown, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 3 North Main Street, Assonet, Massachusetts, and _____, having a usual place of business at _____, hereinafter referred to as the CONTRACTOR.

Contractor is herewith retained to supply equipment and operators for snow removal services, and agrees to provide same upon the following terms and conditions:

1. The REGULATIONS FOR SNOW PLOWING AND SPECIFICATIONS FOR SNOW PLOWING are attached hereto and are incorporated into this agreement for reference.
2. All hired equipment must be in good operator condition and meet all rules, regulations, registration requirements, and inspection requirements of the Commonwealth of Massachusetts. All vehicles must be equipped with approved 360° amber warning rotating or strobe lights.
3. CONTRACTOR acknowledges and warrants that he is an Independent Contractor for all work and services rendered pursuant to this agreement and shall not be considered an employee or agent of the Town. CONTRACTOR further acknowledges and warrants that he is solely responsible for providing equipment and personnel for snow removal purposes. Maintenance, insurance, and operation of equipment as well as payment, supervision, and insurance of vehicle operators shall be at the owner's sole expense and responsibility. Contractor must provide certificates of insurance evidencing liability, personal injury, and property damage coverage.
4. CONTRACTOR must provide a telephone number on a 24-hour basis and respond to calls for service promptly. Compensated time will commence at the time a contractor arrives on route. If more than one hour passes after the call, compensated time will commence only upon arrival of the equipment.
5. CONTRACTORS must record their arrival and release times in order to be compensated. CONTRACTOR shall submit, in writing, an invoice to the Highway Surveyor at the conclusion of each storm. Such notice shall include contractor information, date of service, times of service, hours of plowing, rate per hour, and total. Contractors will be paid a minimum of four hours per snowstorm. Contractor or Contractor's operator must have a valid driver's license in his possession while driving for the Town of Freetown and have it available to show the Highway Surveyor or others designated by him.
6. A copy of the APPLICATION TO PLOW is attached hereto and is incorporated into this agreement for reference. Compensation to the contractor will be according to the rate on this application. Equipment the contractor provides for plowing must be as stated on the APPLICATION.
7. The Town of Freetown reserves the right to terminate this Agreement at any time.
8. The CONTRACTOR agrees to accept the rates of pay as shown on the application as full and fair compensation. The Town shall make payment within 30 days after its receipt of invoice. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of

the TOWN from any and all claims and liabilities under this Agreement. Neither the TOWN's review, approval, or acceptance of, nor payment for, any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under this Agreement or any cause of action arising out of the performance of the Agreement. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. Ch. 30B, §12(c)(3).

9. CONTRACTOR shall obtain and maintain in full force and effect while providing services to the Town insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town. The CONTRACTOR shall provide a certificate of insurance to the Town identifying the Town as an additional insured (except Workers' Compensation) prior to undertaking any work for the Town. All policies shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of CONTRACTOR's breach of this Agreement or the negligence or misconduct of CONTRACTOR, or CONTRACTOR's agents or employees.
11. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other. This agreement shall be in effect from September 16, 2022, or such later date upon which it is signed by both parties, and shall expire on April 30, 2023, unless terminated earlier pursuant to the terms hereof.
12. CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
13. ALCOHOL, ETC.: The use of alcohol and/or controlled substances by contractor/operators during snow plow operations is strictly forbidden. Any contractor/operator suspected of such use by town employees will be relieved of duty immediately and may result in termination of contract with the Town.
14. A copy of the current certificate of insurance must be provided for:
 - a) Automobile Liability of at least \$100,000 Bodily Injury per person and Property Damage per occurrence, and \$300,000 bodily injury per occurrence naming The Town of Freetown as an additionally insured.
 - b) Workers' Compensation Insurance as required by law. Include Employers Liability Part B
15.

RATES – EFFECTIVE SEPTEMBER 10, 2022:

8 ft. plow.....	\$ 85.00 per hour
9 ft. plow.....	\$ 91.00 per hour
10+ ft. plow.....	\$ 110.00 per hour
Loader with 3cy bucket.....	\$130.00 per hour

16. TERMINATION

- a. Termination for Cause: If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within 10 days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense, or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten days, the TOWN may, at its election at any time after the expiration of said ten days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
- b. Termination for Convenience: The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date, which shall not be sooner than 10 days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed fair value of the services provided hereunder.

17. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Agreement in such detail and with such information as the TOWN may request.
18. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto

CONTRACTOR: _____ **date:** _____

TOWN OF FREETOWN BOARD OF SELECTMEN:

Trevor R. Matthews, Chairman

Jared C. Zager

Carlos A. Lopes

Date: _____



TOWN OF FREETOWN

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ASSONET, MASSACHUSETTS 02702

REGULATIONS FOR SNOW PLOWING

1. NOTIFICATION: Notification will be made by Highway Department personnel. Upon notification all vehicles are to report immediately to their respected routes. Each contractor/individual has the obligation to notify the Highway Department of telephone number changes as to where they can be reached for call-in.
2. START TIME: Plowing time will start at the time of the contractor/individual's arrival at their route. A maximum of one hour will be allowed from the time of call to the time of reporting to the route. All plow drivers must have a valid driver's license in their possession when reporting to plow. Licenses may be spot checked by the Highway Surveyor or his designee. Those without a valid license in their possession will not be allowed to plow.
3. ALCOHOL, ETC.: The use of alcohol and/or controlled substances by contractor/operators during snowplow operations is strictly forbidden. Any contractor/operator suspected of such use by town employees will be relieved of duty immediately and may result in termination of contract with the Town.
4. PLOWING: All vehicles will report with full tanks of gas. Equipment will arrive ready for operation and no compensation will be provided for time involved in the attachment or detachment of plowing equipment. Each vehicle will be provided with a street listing of the designated route assigned. Each driver must acquaint himself with the route and check for new streets and/or streets deleted from the prior year's route. All vehicles shall plow only the route assigned to them – if any vehicle is found outside the limits of its assigned route without justifiable reason the contractor/individual may be terminated. Contract plow drivers may not do private plowing while actively on the clock for the Town.

The vehicle will go immediately to the assigned route and commence plowing in the following manner:

- a) Open every street on the route with at least one pass in each direction.
- b) After every street on the route is open, widening out to the edge of pavement or curb shall be done.
- c) At cul-de-sacs, whenever possible, the contractor/individual shall plow to the middle of the cul-de-sac and not toward driveways.
- d) At intersections, where possible, plowing should be to the right to minimize snow remaining in the intersection.
- e) Intersections will be cleaned of snow only after each street has been widened to its maximum width.
- f) When the contractor/individual feels that the route has been properly cleared of snow, he/she will contact the Highway Surveyor or his designee to make sure the route is complete.

g) All contractors/individual plow drivers will be expected to remain on their routes for the duration of the event.

5. STOP TIME: Plow drivers must return to the Highway Barn after their route has been satisfactorily cleaned up. If the contractor/individual is not needed on another route, this will be the stop time.
6. DOWNTIME/REPAIRS: Each contractor/individual must make provisions for emergency repairs to the vehicle as necessary. If the vehicle is down for repairs, time will be deducted for the amount of time lost if it is more than one hour.
7. BALLAST: Ballast provided by the Town must be returned to the Town.
8. REGISTRATION AND INSURANCE: The vehicle owner is responsible for properly registering and insuring the vehicle. Safe lighting on all vehicles must conform to all state requirements. The Town of Freetown reserves the right to inspect all vehicles for equipment requirements and to ensure all permitted accessories are represented. Only the vehicle for which the Town is in receipt of documentation for registration and insurance may be used for snowplow operations. The use of a replacement vehicle due to breakdowns will not be permitted.
9. PROPER OPERATION: Each contractor/individual is responsible to see that the vehicle is operated in accordance with all applicable laws, rules, and regulations. Vehicle speed shall not exceed 20 miles per hour. All vehicles must have all required equipment and while plowing must have a yellow rotating warning light or strobe lights visible for 360 degrees; or an adequate warning light system built into the vehicle. Any driver involved in an accident which causes personal injury and/or damage to other vehicles and/or property shall immediately report the incident to the highway department supervisors and the police.
10. PROPERTY DAMAGE: Each contractor/individual is responsible for the prevention or loss or damage to the property of the town and all adjacent property. Any damage, injury, or loss resulting from the operation of the contractor/individual under the contract signed for snow plowing for the Town of Freetown shall be the responsibility of the contractor/individual.
11. PAYMENTS: Each contractor/individual shall be paid at the contract rate for his vehicle(s). The contractor/individual shall be paid for the actual number of hours worked. Payments will be processed on the next available warrant and are not guaranteed for the week that plowing takes place. Invoices received by Tuesday are scheduled to be paid on the following week's warrant.
12. RATES – EFFECTIVE WINTER 2022-2023:

8 ft. plow.....	\$ 85.00 per hour
9 ft. plow.....	\$ 91.00 per hour
10+ ft. plow.....	\$ 110.00 per hour
Loader with 3cy bucket	\$130.00 per hour



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SPECIFICATIONS FOR SNOW PLOWING

1. All equipment must be in good working condition and must be visually inspected by the Highway Department staff before acceptance as a plowing contractor.
2. All vehicles must be properly registered, with commercial plates, and have a valid inspection sticker. Valid registration and inspection are the responsibility of the vehicle owner.
3. All vehicles are subject to periodic inspections throughout the season. The Town reserves the right to reject, at any time, any equipment not in safe working condition.
4. A copy of the current vehicle registration must be provided.
5. A copy of the current certificate of insurance must be provided for:
 - Automobile Liability of at least \$100,000 Bodily Injury per person and \$100,000 Property Damage per occurrence, and \$300,000 bodily injury per occurrence naming **The Town of Freetown as an additionally insured.**
 - Workers' Compensation Insurance as required by law. Include Employers Liability Part B
6. A copy of the Worker's Compensation coverage must be provided for drivers who are not the vehicle owners.
7. A copy of the operator's license is required. This includes any special license (CDL, hoisting, etc.) to operate heavy equipment. Proof of CDL will be required on any equipment over 26,000 GVW.
8. A copy of W-9.
9. Compensated time will begin only when the equipment arrives at the operating specified site and will end or break at the time of release by the Highway Surveyor or his designee. All downtime must be reported.
10. Certificate of Non-Collusion.
11. Certificate of Tax Compliance.
12. Alcohol & Controlled Substance Waiver.

The Highway Surveyor, or his designee, assigns and schedules plowing routes. The routes are subject to change at the discretion of the Highway Surveyor or designee as weather conditions or equipment requirements warrant change.

Please note: these specifications have not changed from the 2021/2022 or 2022/2023 snowplow season.



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ALCOHOL & CONTROLLED SUBSTANCE WAIVER

ALCOHOL AND CONTROLLED SUBSTANCE USE AND TESTING POLICY FOR SAFETY SENSITIVE DRIVERS AND INDEPENDENT CONTRACTORS AND SUBCONTRACTORS

The undersigned hereby agrees, as condition precedent to engaging in Snowplowing Services for the Town of Freetown (the "Town"), to indemnify, defend and hold harmless the Town, its agents, servants and employees, from and against any claim, loss, damage, liability or expense of any kind of nature arising from or resulting from or related to the alleged failure to comply with the alcohol and controlled substance use and testing requirements of the Commercial Motor Vehicle Safety Act of 1986, as enacted, and the Omnibus Transportation Employee Testing Act of 1991, as enacted and regulations promulgated there under (collectively "the acts"). Further the undersigned hereby agrees to undertake full compliance with the Acts and shall reimburse the Town for any damage resulting from a failure to comply with the Acts.

Printed name of Contractor

Address of Contractor

Signature of Contractor

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

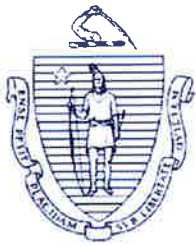
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: _____

Address: _____

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:

1. ☐ I am an employer with _____ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. ☐ Board of Health 2. ☐ Building Department 3. ☐ City/Town Clerk 4. ☐ Licensing Board
5. ☐ Selectmen's Office 6. ☐ Other _____

Contact Person: _____ Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."**

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents

Office of Investigations

Lafayette City Center
2 Avenue de Lafayette,
Boston, MA 02111-1750

Tel. (857) 321-7406 or 1-877-MASSAFE

Fax (617) 727-7749

www.mass.gov/dia