



OFFICE OF THE BOARD OF SELECTMEN  
**TOWN OF EAST BRIDGEWATER**

BOARD OF SELECTMEN  
Carole Julius, Chairman  
David Sheedy, Vice-Chairman  
Peter Spagone Jr., Clerk

[www.eastbridgewaterma.gov](http://www.eastbridgewaterma.gov)  
175 CENTRAL STREET  
EAST BRIDGEWATER, MASSACHUSETTS 02333-1912

Telephone: 508-378-1601  
Facsimile: 508-378-1636

**"AMENDED" AGENDA FOR THE BOARD OF SELECTMEN'S MEETING**  
Monday, January 25, 2021 4:00 pm

**REMOTE via GOTO MEETING**

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Due to the increasing concern surrounding the COVID-19, Coronavirus pandemic, this meeting will be closed to the public. Live video and audio of the meeting will be aired on Comcast local channels 6, 9 or 98. A live feed and recording of the meeting will also be posted on the EBCAM website, [www.eb-cam.org](http://www.eb-cam.org)

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Vote to open meeting to enter executive session.

**EXECUTIVE SESSION**

Pursuant to MGL Chapter 30A, § 21 (a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.

Vote to close Executive Session meeting and return to open session.

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**OPEN FORUM**

**APPOINTMENTS**

**PUBLIC HEARING**

5:00 PM

**TOWN OF EAST BRIDGEWATER**

Notice is hereby given that pursuant to the requirements of M.G.L. Chap. 138, a Public Hearing will be held relative to the Application for AMENDMENT- Change or Alteration of Premises of a Common Victualer – All-Alcoholic License, as follows:

From: The Vallarelli Group, inc. dba Johnny Macaroni's  
John Vallarelli, Manager  
Premises: 1300 Plymouth Street

A 40 X 35 outside deck was built on the east side of the building due to inside restrictions of seating due to the COVID-19 pandemic.

A Public hearing will be held either remotely or at the Town Hall, First Floor Conference Room, 175 Central Street, East Bridgewater, MA on Monday, January 25, 2021 at 5:00 p.m.

5:15 pm

Purpose: Change of Manager  
For: Commercial Club of East Bridgewater  
1 Neilson Ave  
Janet M. Brooks

#### ACTION ITEMS

1. Approve minutes of the January 4, 2021 5:00 pm Board of Selectmen's Meeting.
2. Approve the proclamation for the Community Coalition for Change.
3. Accept the recommendation to award the general contract to Titan Roofing, Inc as the low, responsible bidder for the Central School A.R.P. Roof Project.
4. Approve agreement between the Town of East Bridgewater and Titan Roofing, Inc for the Central School Roof Project.
5. Approve for Firefighters / Paramedics and Firefighter / EMT's employed by the East Bridgewater Fire Department to give vaccines to anyone who is not a first responder.
6. Approve the request from Fire Chief, Timothy Harhen for the quarterly Ambulance Billing Abatements as of December 2020 in the amount of \$51,661.77.
7. Vote to reauthorize and amend the Intermunicipal Agreement that created the Southeastern Regional Services Group (SERSG) so as to extend the term of that agreement for a period of twenty-five years from February 1, 2021, subject to any rights of termination or withdrawal, with all other terms of the original agreement remaining in place without change, and to authorize Brian Noble to execute any documents necessary to effectuate the purposes of this vote.

#### TOWN ADMINISTRATOR REPORT

#### ANNOUNCEMENTS / STAFF REPORTS

#### UPCOMING MEETINGS

Selectmen's meeting Monday, February 25<sup>th</sup>

Selectmen's meeting Monday, March 8<sup>th</sup>

#### BOARD DISCUSSIONS

Correspondence received from resident regarding Board of Health complaint

TOPICS NOT REASONABLY ANTICIPATED BY THE CHAIRMAN 48 HOURS IN ADVANCE OF THE MEETING

ADJOURNMENT



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

East Bridgewater

00009-RS-0308

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee  DBA

Street Address  Zip Code

Manager

Granted under Special Legislation? Yes  No

If Yes, Chapter  of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date  Time

Advertised Yes  No  Date Published  Publication

Abutters Notified: Yes  No  Date of Notice

Date APPROVED by LLA  Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:  
Seller License Number:  Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

East Bridgewater

00003-CL-0308

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee  DBA

Street Address  Zip Code

Manager

Granted under Special Legislation? Yes  No

If Yes, Chapter   
of the Acts of (year)

§12 Club  Annual  All Alcoholic Beverages

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Bar, Club Room and Kitchen in Basement; Bar and meeting hall on first floor; storage area in rear of basement.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date  Time

Advertised Yes  No  Date Published  Publication

Abutters Notified: Yes  No  Date of Notice

Date APPROVED by LLA  Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:  
Seller License Number:  Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

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OPEN SESSION MINUTES  
**BOARD OF SELECTMEN**  
Monday, January 4, 2021

CAROLE JULIUS, CHAIRMAN  
DAVID SHEEDY, VICE CHAIRMAN  
PETER SPAGONE JR, CLERK

REMOTE MEETING  
175 CENTRAL STREET  
EAST BRIDGEWATER, MASS.

Members Present: Carole Julius, David Sheedy and Peter Spagone Jr.

Members Absent:

Others Present: Brian Noble, Town Administrator and Rebecca Johnson, Assistant to Town Administrator and Board of Selectmen

5:00 pm Carole Julius called the meeting to order.

Ms. Julius led the Pledge of Allegiance.

### OPEN FORUM

### APPOINTMENTS

Timothy Harhen, Fire Chief and Sue Mulloy, Administrative Assistant to the Board of Health were present to discuss the COVID-19 testing site in town. Chief Harhen stated the testing will be Saturday, January 9, 2021 from 8 am - 4 pm and Sunday, January 10, 2021 from 8 am – 2 pm at the Jr/Sr High School. He stated this will be an outdoor drive through event. Residents will stay in their vehicles. Residents will enter the high school parking lot from Plymouth Street and line up along road that leads out to Bedford Street. The tent will be located outside by the cafeterias. He thanked the school for providing the outdoor space. Ms. Mulloy stated the information and registration link will be posted on the Town's website. Forms are to be filled out, printed, and brought with you. The online form is just a quick and safe process. She stated you do not have to preregister to attend. Ms. Mulloy mentioned this is a "PCR" test meaning the results are not instant. She recommended people who are getting tested, think they were exposed or not feeling well, need to quarantine until results are received. The Board of Selectmen commended both for their work and efforts.

### ACTION ITEMS

Mr. Spagone Jr. made a motion to approve but not release minutes of the November 16, 2020 6:40 pm Executive Session Board of Selectmen's Meeting. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve minutes of the November 23, 2020 6:00 pm Board of Selectmen's Meeting. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve minutes of the December 2, 2020 11:00 am Board of Selectmen's Meeting. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve minutes of the December 7, 2020 4:30 pm Board of Selectmen's Meeting. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve minutes of the December 14, 2020 6:30 pm Board of Selectmen's Meeting. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve minutes of the December 18, 2020 2:00 pm Board of Selectmen's

Meeting. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve 1.5% increase non-union COLA. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve the Emergency Sick Leave Policy. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Noble stated FFCRA policy expires on December 31, 2020. This policy is to fill the void in 2021.

Mr. Spagone Jr. made a motion to approve the cost allocation agreement between the Town of East Bridgewater and the East Bridgewater School District. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. John Shea, School Business Administrator stated there hadn't been a formal agreement between the town and school committee up until now.

Mr. Spagone Jr. made a motion to adopt Energy Reduction Plan, prepared by Old Colony Planning Council. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Noble commended Brian Kiely and Joanne Zygmunt, OCPC for their work and efforts.

Mr. Sheedy made a motion to move the recommendation to award the general contract to Titan Roofing, Inc as the low, responsible bidder for the Central School A.R.P. Roof Project until next meeting. Seconded by Mr. Spagone Jr. All were in favor. 3-0

Mr. Noble stated the Town is not ready to move forward as he did not receive recommendation from Town Counsel on the contract.

Mr. Sheedy made a motion to move agreement between the Town of East Bridgewater and Titan Roofing, Inc for the Central School Roof Project until next meeting. Seconded by Mr. Spagone Jr. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve Town Planner job description. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Noble and Mr. Spagone Jr. both commended Roy Gardner, Planning Board, Patrick Franey, Building Commissioner and David Sheedy for their work and efforts.

Mr. Spagone Jr. made a motion to approve to post Town Planner job position. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to review proposed changes to S.2290, An Act providing for recall elections in the town of East Bridgewater. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Sheedy stated this is a citizen's petition which was approved at last year's town meeting. He mentioned Town Counsel, State Legislature, both State Senators and Representatives agreed this should be enforced.

Mr. Spagone Jr. made a motion to approve renewal of the following Class II license for the period ending January 1, 2022. Seconded by Mr. Sheedy. All were in favor. 3-0

LICENSE #23

Joseph Savino dba Route #106 Motors  
569 West Street

Mr. Spagone Jr. made a motion to approve the 2021 Board of Selectmen meeting schedule as follows, subject to change. Seconded by Mr. Sheedy. All were in favor. 3-0

Monday, January 4  
Monday, January 25

Monday, May 10  
Monday, May 24

Monday, September 13  
Monday, September 27

Monday, February 8  
Monday, February 22

Monday, June 14

Monday, October 18

Monday, March 8  
Monday, March 22

Monday, July 12

Monday, November 15  
Monday, November 29

Monday, April 5  
Monday, April, 26

Monday, August 9

Monday, December 13  
Monday, December 27

#### TOWN ADMINISTRATOR REPORT

Town Meeting January 11, 2021 at 7 pm Jr/Sr High School.

#### ANNOUNCEMENTS / STAFF REPORTS

#### UPCOMING MEETINGS

Selectmen's Meeting Monday, January 25, 2021

#### BOARD DISCUSSIONS

Mr. Sheedy stated that Senator Timothy's Office placed a \$25,000 COVID amendment for district cities/towns. He was informed that the money has been included in the Plymouth County Cares Act which is available to the Town.

Mr. Spagone Jr. stated on Thursday, January 7 he will be meeting with Mr. Noble, Town Administrator, John Haines, Director of Public Works, Town Counsel as well as Weston and Sampson regarding their "Feasibility Study" for the Route 18 project.

Town Clerk, Susan Gillpatrick was present to update residents on the Annual Town Election that will take place Saturday, April 10, 2021. Ms. Gillpatrick stated nomination papers are now available at the Town Clerk's office by appointment only. Please call the Town Clerk's Office with any questions. 508-378-1606. The last day to obtain papers is Wednesday, February 17, 2021.

#### EXECUTIVE SESSION

Mr. Noble stated the Selectmen were entering into Executive Session Pursuant to MGL Chapter 30A, § 21 (a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.

Ms. Julius made a motion to move into Executive Session and not return to open session, Mr. Sheedy seconded. Roll Call Vote: Ms. Julius: Aye, Mr. Sheedy: Aye, Mr. Spagone Jr: Aye. All were in favor, 3-0

#### ADJOURN

Motion by Julius, second by Mr. Sheedy. to adjourn. All were in favor, 3-0.

Meeting adjourned at 5:32 pm

\_\_\_\_\_  
Clerk

Board of Selectmen



The Town of East Bridgewater presents this  
**PROCLAMATION**  
in conjunction with the  
East Bridgewater Community Coalition for Change

**WHEREAS** the Town of East Bridgewater, Massachusetts, established in 1823, desires to celebrate multiculturalism and diversity by encouraging creative anti-bias community programs and proclaims that hate, bigotry, and prejudice are not welcome in East Bridgewater.

**WHEREAS** the Town of East Bridgewater, in keeping with the principle of equal and civil rights for all, unequivocally opposes any manifestations of hatred or prejudice toward any group or individual. Furthermore, the Town acknowledges and deplors the history of systemic racism in and beyond the United States and condemns racist acts of oppression, violence, and institutionalized racism.

**WHEREAS** Incidents of hate-speech and verbal assaults directed at individuals because of their appearance, skin color, or clothing choice, and any other differences which reflect particular cultures is in direct opposition with the traditions and values of this Town and in order to eradicate the negative impact and to affirm civil rights for all.

**WHEREAS**, the Town of East Bridgewater supports the right of all persons in our Town to live without fear of written, verbal or physical assault and to exercise freedom of cultural expression through the choice of attire, religious practices, and free speech.

**WHEREAS**, the Town of East Bridgewater respects the knowledge, experience, and traditions of all who live, work, study, worship, or otherwise visit East Bridgewater and will actively listen to the voices of all in our community.

**WHEREAS** the Town of East Bridgewater supports the work of our Police Department and the policies they have put in place to prioritize the safety, health, and well-being of all community members.

**WHEREAS**, the Town of East Bridgewater knows that we all must commit to being human rights champions, fight racism and any other form of discrimination and stand together.

**BE IT RESOLVED** that the Town of East Bridgewater, Massachusetts is declared a community of civility, where intolerant speech and behavior are unacceptable, thus ensuring that our Town remains a respectful place to live, work, attend school, visit and conduct business.

**BE IT FURTHER RESOLVED** that the Town of East Bridgewater, Massachusetts shall be committed to achieving racial equity and shall work toward identifying disparities in local municipal services, education, health, housing, transportation, jobs, law enforcement, and youth programming (i.e., school clubs "UNITY," Movie Night)

**BE IT FURTHER RESOLVED** that the Town of East Bridgewater will seek out, initiate, and undertake training programs to strengthen cultural competency and reduce racial, ethnic, and other bias within the community.

**BE IT FURTHER RESOLVED** that the Town of East Bridgewater commits to proactively providing for community input and dialogue about systematic racism and anti-violence approach that ensures racism is not tolerated within the departments.

We, as elected representatives of the citizens of the Town of East Bridgewater, pledge to take proactive steps to act with heart and courage to create a community in which the humanity and dignity of every person is nurtured and preserved, protecting basic rights for every and all citizens no matter race, religion, gender or ethnicity.

Dated this 25<sup>th</sup> day of January, 2021

Board of Selectmen

Attest:

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Carole Julius, Chairman

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Susan Gillpatrick, Town Clerk

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David Sheedy, Vice-Chairman

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Peter Spagone Jr., Clerk



BOARD OF SELECTMEN  
Carole Julius, Chairman  
David Sheedy, Vice-Chairman  
Peter Spagone, Jr., Clerk

Brian S. Noble  
Town Administrator

OFFICE OF THE BOARD OF SELECTMEN  
**TOWN OF EAST BRIDGEWATER**

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175 CENTRAL STREET  
EAST BRIDGEWATER, MASSACHUSETTS 02333-1912

Telephone: 508-378-1601  
Facsimile: 508-378-1636

January 20, 2021

Mr. Colby Baker  
Titan Roofing, Inc.  
200 Tapley Street  
Springfield, MA 01104

**RE: East Bridgewater Central Elementary School Roof Replacement Project  
(the "Project"). MSBA Project # 201900830005**

Dear Mr. Baker:

I am pleased to inform you that the Board of Selectmen has identified Titan Roofing's general contractor bid as the lowest responsible and eligible bidder and has therefore awarded the contract for the General Construction of the above project for the contract price of One million four hundred thirty-six thousand three hundred dollars and no cents (\$1,436,300.00) to your firm.

In accordance with Massachusetts General Law, Titan Roofing, Inc. must provide within five (5) business days; an executed copy of the contract (attached) accompanied by performance and payment bonds each for the full amount of the contract price.

Further, Titan Roofing, Inc. shall present subcontract(s) to each selected filed sub-bidder. These subcontracts must be executed within five business days of presentation to the filed sub-bidder, and the executed contract shall be accompanied by payment and performance bonds in the full amount of the subcontract price.

You are hereby authorized to commence work on the project. Please be advised that Town voted to appropriate funds for this project at its June 23, 2020 Special Town Meeting. The Project is being administered under the Massachusetts School Building Authority's Accelerated Repair program. Construction Administration will be performed

**East Bridgewater Central Elementary School Roof Replacement Project (the "Project"). MSBA Project # 201900830005, page 2.**

by Kaestle Boos Associates as Designer and PMA Consultants, LLC as OPM. The MSBA has separately engaged CBI Consulting to commission the project.

Should you have any questions relative to this notice, please contact the Town's designated construction representative, Brian Kiely at [BKiely@ebmass.com](mailto:BKiely@ebmass.com), or at (508) 378-1620. We look forward to working with you and your firm on this Project.

Sincerely,

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Carole Julius  
Chairman

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David Sheedy  
Vice-Chairman

---

Peter Spagone, Jr.  
Clerk

Cc: Brian Kiely, Facilities Director  
Elizabeth Legault, Superintendent of Schools  
Kastle Boos Associates  
Tony Oliva, PMA Consultants  
Christopher Kenny, Esq, Town Counsel

# AIA® Document A101™ - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirty-first day of December in the year Twenty Twenty  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Town of East Bridgewater  
East Bridgewater Public Schools  
143 Plymouth Street  
East Bridgewater, MA 02333

and the Contractor:  
(Name, legal status, address and other information)

Titan Roofing, Inc.  
200 Tapley Street  
Springfield MA 01104

for the following Project:  
(Name, location and detailed description)

East Bridgewater Central Elementary School Roof Replacement Project  
107 Central Street  
East Bridgewater MA 02333

The Architect:  
(Name, legal status, address and other information)

Kaestle Boos Associates, Inc.  
313 Congress Street  
Boston MA 02210

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than  (  ) calendar days from the date of commencement of the Work.
- By the following date:  August 20, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: not applicable

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million, Four Hundred Thirty-Six Thousand, Three Hundred Dollars and no cents (\$ 1,436,300.00 )**, subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate #1 – Brick Repairs	One Hundred Fifty Thousand Dollars and no cents \$150,000.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Not applicable		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
n/a	

**§ 4.4 Unit prices, if any:**

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
1. Wood Deck Replacement	Square foot	\$13.00
2. Wood Blocking Replacement	Linear foot	\$9.50
3. Gypsum Deck Replacement	Square Foot	TBD

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

\$1,200 per day for every day beyond the contract Substantial Completion date or completion dates as extended in accordance with Article 8.3 of A201-2007

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Not applicable« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%) of the work in place.



§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

not applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Not applicable

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

12% per year.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »  
« »  
« »  
« »

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)



If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Mr. Brian Kiely  
East Bridgewater Department of Public Works Facilities Manager  
100 Willow Avenue  
East Bridgewater MA 02333  
email: bkiely@EBMass.com  
(508) 735-2053

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Mr. Colby Baker, Project Manager  
200 Tapley Street  
Springfield MA 01104-2827  
(413) 536-1624 (office)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Notices shall be given in accord with the provisions of AIA document A201 -2017 »

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*



**.5 Drawings**

Number	Title	Date
-	Project Cover Sheet	11/23/20
R0.01	ROOF DEMOLITION PLAN	11/23/20
D3.00	EXTERIOR BUILDING IMAGE KEY PLAN	11/23/20
A1.00	NEW ROOF PLAN	11/23/20
A3.01	ROOF DETAILS I	11/23/20
A3.02	ROOF DETAILS II	11/23/20
A3.03	ROOF DETAILS III	11/23/20
A3.04	EXTERIOR ELEVATIONS I	11/23/20
A5.01	EXTERIOR ELEVATIONS II	11/23/20
P1.1	ROOF PLAN - PLUMBING	11/23/20
H1.1	ROOF PLAN - HVAC	11/23/20

**.6 Specifications**

Section	Title	Date	Pages
-	Project Manual	11/23/20	538

**.7 Addenda, if any:**

Number	Date	Pages
1	11/25/20	1 page
2	12/03/20	13 pages
3	12/14/20	5 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SECTION 00 73 13	Supplementary Conditions	Nov 23 2020	6

9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

. Bid submitted by Titan Roofing, Inc., dated December 18, 2020, attached hereto \_\_\_\_\_  
Invitation to Bid  
Instructions to Bidders  
Prevailing Wage Rates  
Prevailing Wages Weekly Report Form  
Prevailing Wage Statement of Compliance  
Performance & Payment Bond  
Certificate of Corporate Authority  
Certificate of Non-Collusion  
Foreign Corporation Certification  
Certification of Compliance with Tax Laws

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Elizabeth L. Legault, Superintendent of Schools  
EAST BRIDGEWATER PUBLIC SCHOOLS

(Printed name and title)

CONTRACTOR (Signature)

Shawna Pazmino-Brook, Treasurer  
TITAN ROOFING, INC.

(Printed name and title)



**Town of East Bridgewater**  
Fire Headquarters  
268 Bedford Street  
East Bridgewater, Massachusetts 02333

**Timothy M. Harhen**  
*Fire Chief*

**Emergency: 911**  
**Business Office: 508-378-2071**  
**Fax: 508-378-1627**



**Craig R. Winsor**  
*Deputy Fire Chief*

January 20, 2021

Board of Selectmen  
175 Central Street  
East Bridgewater, MA 02333

Dear Honorable Board,

As you are aware, the Fire Department began vaccinating 1<sup>st</sup> responders, school nursing staff and members of the COA who may potentially have direct patient contact on January 19, 2021 and will complete the first round of 1<sup>st</sup> responder vaccinations on January 22, 2021. Our first round of vaccinations went flawlessly.

As the Commonwealth of Massachusetts moves into the next phases of vaccinating people soon, for EMT's and Paramedics to vaccinate those people the Board of Selectmen will need to give us permission to do so, as written in our Medical Director's standing order. Without your approval, we will not be able to vaccinate anyone who is not a 1<sup>st</sup> responder.

I am requesting the Board of Selectmen give approval for Firefighter/Paramedics and Firefighter/EMT's employed by the East Bridgewater Fire Department to give vaccines to anyone who is not a first responder.

Respectfully,

A handwritten signature in black ink, appearing to read "T. Harhen".

Timothy M. Harhen  
Chief of Department



**Town of East Bridgewater**

Fire Headquarters  
268 Bedford Street  
East Bridgewater, Massachusetts 02333

**Timothy M. Harhen**  
*Fire Chief*

Emergency: 911  
Business Office: 508-378-2071  
Fax: 508-378-1627



**Craig R. Winsor**  
*Deputy Fire Chief*

January 20, 2021

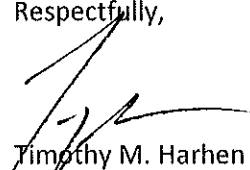
Board of Selectmen  
175 Central Street  
East Bridgewater, MA 02333

Dear Honorable Board,

Enclosed is the quarterly Ambulance Billing Abatements through December 2020. The amount of \$51,661.77 has gone through all the steps our billing company, New England Medical Billing, uses to collect debt. This number is larger than normal as we are abating six months of bad debt rather than three. In a previous Board of Selectmen meeting, the Board voted to adopt a quarterly abatement process, rather than the yearly process which was the practice in the past.

Please schedule this as an action item during the next meeting of the Board. Please do not hesitate to contact me if further information is needed.

Respectfully,

  
Timothy M. Harhen  
Chief of Department

Enc.

**ABATEMENTS**

<b>ACCOUNT #</b>	<b>Date of Service</b>	<b>BALANCE DUE</b>	<b>REASON FOR ABATEMENT</b>
72680	3/29/2020	\$401.35	DEDUCTIBLE
73360	3/1/2020	\$247.87	CO INS DUE AFTER MEDICARE
88750	2/9/2020	\$2,397.98	DEDUCTIBLE-NON CONTRATED
110180	3/13/2020	\$485.45	DEDUCTIBLE
120440	1/27/2020	\$275.24	NON CONTRACTED
121500	1/19/2020	\$2,388.92	SELPAY NO HEALTH INSURANCE
121800	2/7/2020	\$228.69	CO INSURANCE
121840	2/8/2020	\$1,776.60	MVA DENIED HEALTH DENIED
121960	2/12/2020	\$1,586.16	DEDUCTIBLE
122160	2/25/2020	\$1,710.23	DEDUCTIBLE
122630	3/20/2020	\$863.38	DEDUCTIBLE
122690	3/20/2020	\$1,698.08	SELPAY NO HEALTH INSURANCE
122760	3/27/2020	\$1,903.44	NO INS FOUND-MVA
122770	3/26/2020	\$1,716.20	DEDUCTIBLE
122790	3/26/2020	\$1,791.70	SELPAY NO HEALTH INSURANCE
122800	3/27/2020	\$273.08	CO INSURANCE
122960	4/9/2020	\$2,343.62	SELPAY NO HEALTH INSURANCE
122990	4/12/2020	\$347.47	CO INSURANCE
123020	4/9/2020	\$1,746.40	SELPAY NO HEALTH INSURANCE-MVA
123100	4/14/2020	\$730.49	DEDUCTIBLE
123270	5/1/2020	\$1,737.37	SELPAY NO HEALTH INSURANCE-BAD ADDRESS
107730	8/15/2020	\$2,335.56	DEDUCTIBLE/NON CONTRACTED
111060	7/7/2020	\$915.46	DEDUCTIBLE
112150	5/20/2020	\$386.98	DEDUCTIBLE/CO INS
122420	3/3/2020	\$2,503.68	MVA DENIED HEALTH DENIED
122780	3/26/2020	\$1,791.70	NO INS FOUND
207174	4/25/2020	\$1,458.14	NO INS FOUND
123370	5/10/2020	\$2,355.70	DEDUCTIBLE/NON CONTRACTED
123510	5/14/2020	\$544.41	DEDUCTIBLE
123520	5/19/2020	\$1,758.48	NO ACTIVE INS FOUND
123690	6/2/2020	\$554.19	DEDUCTIBLE
123880	6/23/2020	\$1,755.46	NO ACTIVE INS FOUND
124170	7/9/2020	\$2,476.50	NO ACTIVE INS FOUND
124230	7/14/2020	\$2,615.42	BXBS DENIED NOT COVERED
124370	7/24/2020	\$550.00	DEDUCTIBLE/COPAY
124660	8/4/2020	\$1,734.32	MVA INFO NEEDED, HEALTH DENIED
124910	8/30/2020	\$1,315.31	COPAY/DEDUCTIBLE
125340	9/24/2020	\$2,437.24	NO ACTIVE INS FOUND
<b>TOTAL</b>		<b>\$54,138.27</b>	
<b>To Collections</b>		<b>\$2,476.50</b>	
<b>Total Abatement</b>		<b>\$51,661.77</b>	

**SERSG INTER-MUNICIPAL AGREEMENT  
REAUTHORIZATION AND AMENDMENT**

The Inter-Municipal Agreement establishing the Southeastern Regional Services Group is hereby reauthorized and amended as set forth below by the governmental units listed on Schedule A hereto together with any additional governmental unit which applies for, is approved as a member, and which executes and delivers a counterpart of the original Agreement and this Reauthorization.

**RECITALS**

WHEREAS, in or about the year 1996, the municipalities of Abington, Bridgewater, Brockton, Canton, East Bridgewater, Easton, Foxborough, Mansfield, Norton, Raynham, Sharon, Stoughton, Taunton and West Bridgewater, entered into an Intermunicipal Agreement pursuant to Chapter 40, Section 4A of the Massachusetts General Laws, to create the Southeastern Regional Services Group (SERSG) for, among other things, the provision of certain municipal services through joint action;

WHEREAS, since that time, the municipalities of Dighton, Hanson, Lakeville, Medfield, Middleborough, Milton, Norfolk, North Attleborough, Plainville, Wrentham and Swansea have joined SERSG;

WHEREAS, Chapter 40 Section 4A of the Massachusetts General Laws authorizes a governmental unit therein described to enter into an agreement with one or more other governmental units "to perform jointly any services, activities or understandings which any of the contracting units is authorized by law to perform ..." for a maximum term of twenty-five years;

WHEREAS, the twenty-five year anniversary of the original agreement is approaching and the parties wish to continue their participation in SERSG; and

WHEREAS, each of the governmental units that are current members of SERSG have voted to reauthorize and amend the original agreement in accordance with the procedures set forth in said Chapter 40 Section 4A of the Massachusetts General Laws.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the Local Governments agree as follows:

**AGREEMENT**

The Inter-Municipal Agreement made and entered into in the year 1996, by which the Southeastern Regional Services Group was created, is hereby reauthorized and amended by striking Section 2 of said agreement and replacing it with the following:



**2. REAUTHORIZATION AND TERM**

This Agreement is hereby reauthorized with a new effective date of February 1, 2021 for a term of twenty-five years, unless terminated by a vote of the SERSG Board and subject always, however, to the rights of members to withdraw as provided in the original Intermunicipal Agreement.

All other terms of said Agreement shall remain in full force and effect without amendment and are attached hereto and incorporated herein.

**SCHEDULE A  
PARTICIPATING MUNICIPALITIES**

Town of Abington	Town of Milton
Town of Bridgewater	Town of Norfolk
City of Brockton	Town of North Attleborough
Town of Canton	Town of Norton
Town of Dighton	Town of Plainville
Town of East Bridgewater	Town of Raynham
Town of Easton	Town of Sharon
Town of Foxborough	Town of Stoughton
Town of Hanson	Town of Swansea
Town of Lakeville	City of Taunton
Town of Mansfield	Town of West Bridgewater
Town of Medfield	Town of Wrentham
Town of Middleborough	

**SIGNATURE LINES APPEAR ON SEPARATE PAGES**

**REST OF PAGE LEFT INTENTIONALLY BLANK**

**Southeastern Regional Services Group**  
**Inter-Municipal Agreement Signature Page**

**CITY OR TOWN OF** \_\_\_\_\_

**By its:** \_\_\_\_\_  
**Print Title and Name**

**On** \_\_\_\_\_  
**Date**