



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*  
175 CENTRAL STREET  
EAST BRIDGEWATER, MASSACHUSETTS 02333-1912

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

**AGENDA FOR THE BOARD OF SELECTMEN'S MEETING**  
Monday, January 4, 2021 5:00 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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CALL TO ORDER / PLEDGE OF ALLEGIANCE

OPEN FORUM

APPOINTMENTS

ACTION ITEMS

1. Approve but not release minutes of the November 16, 2020 6:40 pm Executive Session Board of Selectmen's Meeting.
2. Approve minutes of the November 23, 2020 6:00 pm Board of Selectmen's Meeting.
3. Approve minutes of the December 2, 2020 11:00 am Board of Selectmen's Meeting.
4. Approve minutes of the December 7, 2020 4:30 pm Board of Selectmen's Meeting.
5. Approve minutes of the December 14, 2020 6:30 pm Board of Selectmen's Meeting.
6. Approve minutes of the December 18, 2020 2:00 pm Board of Selectmen's Meeting.
7. Approve non-union COLA.
8. Approve Emergency Sick Leave Policy.
9. Approve the cost allocation agreement between the Town of East Bridgewater and the East Bridgewater School District.

10. Adopt Energy Reduction Plan, prepared by Old Colony Planning Council.
11. 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.
12. Approve agreement between the Town of East Bridgewater and Titan Roofing, Inc for the Central School Roof Project.
13. Approve Town Planner Job description.
14. Approve to post Town Planner job position.
15. Review proposed changes to S.2290, An Act providing for recall elections in the town of East Bridgewater.
16. Approve to renew the following Class II license for the period ending January 1, 2022:

LICENSE #23  
 Joseph Savino dba Route #106 Motors  
 569 West Street

17. Approve the 2021 Board of Selectmen meeting schedule as follows, subject to change:

|   |                                  |  |
|---|----------------------------------|--|
| Monday, January 4<br>Monday, January 25   | Monday, May 10<br>Monday, May 24 | Monday, September 13<br>Monday, September 27 |
| Monday, February 8<br>Monday, February 22 | Monday, June 14                  | Monday, October 18                           |
| Monday, March 8<br>Monday, March 22       | Monday, July 12                  | Monday, November 15<br>Monday, November 29   |
| Monday, April 5<br>Monday, April, 26      | Monday, August 9                 | Monday, December 13<br>Monday, December 27   |

## TOWN ADMINISTRATOR REPORT

## ANNOUNCEMENTS / STAFF REPORTS

## UPCOMING MEETINGS

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

## BOARD DISCUSSIONS

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

Vote to close open meeting to enter executive session and not return to open 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 not return to open session.

#### ADJOURNMENT



OPEN SESSION MINUTES  
**BOARD OF SELECTMEN**

Monday, November 23, 2020

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

TOWN HALL, 1<sup>st</sup> FLOOR CONFERENCE ROOM  
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, John Clifford, Town Counsel

6:00 pm Carole Julius called the meeting to order.

Ms. Julius led the Pledge of Allegiance.

PUBLIC HEARING

The Board of Selectmen held a Public Hearing under the provisions of M.G.L. Chapter 10, Section 27A, the Board of Selectmen will conduct a public hearing regarding the application for a KENO license filed by Chiamonte's, 49 Central Street, East Bridgewater, MA 02333. The public hearing will be held at the Town Hall, First Floor Conference Room, 175 Central Street, East Bridgewater, MA on Monday, November 23, 2020 at 6:00 p.m.

Town Counsel, Mr. John Clifford stated to open the public hearing, ask twice to see if anyone wants to speak then close the public hearing, and finally deliberate. Ms. Julius asked twice for public discussion. No one was present to discuss application.

Mr. Spagone Jr. made a motion to close the hearing. Seconded by Mr. Sheedy. All were in favor. 3-0

Ms. Julius stated they requested a list of documents from the applicant. She confirmed the applicant has not submitted any information to the Board of Selectmen's office.

Mr. Spagone Jr. made a motion to deny the Keno license. Seconded by Mr. Sheedy. All were in favor. 3-0

OPEN FORUM

APPOINTMENTS

Mr. Noble made an announcement to kick off Toys for Tots program for Mr. Woolf.

ACTION ITEMS

Mr. Spagone Jr. made a motion to approve minutes of the November 16, 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 to renew the contract with the Town of Lakeville for the Town to utilize the Lakeville Animal Shelter for housing stray and surrendered dogs. This agreement will expire on December 31, 2021. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve the request from the Southeastern Regional Service Group to award a contract to Advantage Drug Testing for the administration of a Alcohol testing program for municipal employees for a three year period from January 1, 2021 to December 31, 2023. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve for East Bridgewater resident, Theresa McNulty to set up a "giving tree" sponsored by the "HUGS" program in the lobby of Town Hall, Library and COA. Set up will be in November 15 and take down would be right before Christmas, December 15. The tree would be set up each year at this time. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Sheedy briefly discussed the new location of the tree. He stated the tree is located outside foyer of town hall due to COVID restrictions.

Mr. Spagone Jr. made a motion to approve for East Bridgewater resident, Susan Levasseur to set up a gift card fundraiser in conjunction with the "HUGS" program in the lobby of Town Hall. All proceeds from the fundraiser go to the EBPS music program. Set up will be in November 15 and take down would be right before Christmas, December 15. The fundraiser would be set up each year at this time. Seconded by Mr. Sheedy. All were in favor. 3-0

#### TOWN ADMINISTRATOR REPORT

#### BOARD DISCUSSION

There was a discussion regarding the East Bridgewater Food Drive. Mr. Spagone Jr. thanked the Board of Health and Central School for their involvement. He mentioned it was the eighth year of the program. They had multiple volunteers, and collected a little over 5,000 items.

Mr. Sheedy commended Nancy Hill, Director COA and her staff for all their work with EB Seniors during the COVID pandemic. He stated the MA Council on aging awarded all COA directors, "Director of the Year" for their efforts.

#### UPCOMING MEETINGS

Selectmen's meeting Monday, December 14<sup>th</sup>

#### ADJOURN

Motion by Spagone Jr., second by Sheedy. to adjourn. All were in favor, 3-0.

Meeting adjourned at 6:15 pm

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Clerk  
Board of Selectmen



OPEN SESSION MINUTES  
**EMERGENCY BOARD OF SELECTMEN**

Wednesday, December 2, 2020

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

REMOTE VIA GOTO 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, Rebecca Johnson, Assistant to the Town Administrator and BOS, Sue Mulloy, Administrative Assistant to the Board of Health, John Clifford, Town Counsel and Chris Kenny, Town Counsel.

11:00 am Carole Julius called the meeting to order.

Ms. Julius stated this is an emergency meeting being held under the COVID-19 guidelines.

Ms. Julius led the Pledge of Allegiance.

Ms. Julius stated the purpose of this meeting was to discuss the current outbreak of COVID in Town and the upcoming Special Town meeting.

Sue Mulloy, Administrative Assistant to the Board of Health was present to give an update on the Towns current COVID 19 status. Ms. Mulloy stated the Town has 55 confirmed cases and 22 probable cases. Ms. Mulloy stated there was an outbreak at the Commercial Club, the exact number of cases has not yet been determined. She confirmed the Commercial Club is closed for deep cleaning until at least December 15, 2020.

Mr. Noble stated that with the possibility of the Town going into the RED situation it would be irresponsible to hold a Special Town Meeting at this time. He stated there are two articles that may cause a small problem, the unpaid bill for the Veterinarian, \$270.00 and the Stretch Code article.

#### ACTION ITEMS

Mr. Spagone Jr. made a motion to recommended to the Town Moderator Bob Looney to postpone the 12/07/2020 Special Town Meeting to 12/28/2020 with the understanding to postpone Special Town Meeting again to 1/11/2021 due to the COVID-19 threat may not have diminished by 12/28/2020. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to postpone Special Town Meeting to 1/11/2020 under the Town Moderators recommendations. Seconded by Mr. Sheedy. All were in favor. 3-0

#### ADJOURN

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

Meeting adjourned at 11:20 am

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Clerk  
Board of Selectmen



OPEN SESSION MINUTES  
**BOARD OF SELECTMEN**

Monday, December 7, 2020

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, John Clifford, Town Counsel

4:30 pm Carole Julius called the meeting to order.

Ms. Julius led the Pledge of Allegiance.

BOARD DISCUSSION

Ms. Julius stated the purpose of this meeting was to discuss the outbreak of COVID-19 in town. Town Counsel, Mr. John Clifford recommends the Board of Selectmen to authorize Town Counsel to investigate how the health department handle the matter as well as its enforcements activities generally prior to the outbreak.

Mr. Sheedy stated that the anything related to this matter should not be discussed due to privacy rights.

Mr. Spagone Jr. stated he is a longtime member of the club and will be abstaining from all votes regarding matter.

Mr. Sheedy made a motion to authorize Clifford and Kenny, LLP to do an investigation on the procedures that were used and when information was received by the Town and report back to the Board of Selectmen as soon as they have a final investigation. Seconded by Ms. Julius. Two were in favor, 2-1 Abstain Spagone Jr.

ADJOURN

Motion by Julius, second by Spagone Jr. to adjourn. All were in favor, 3-0.

Meeting adjourned at 4:39 pm

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Board of Selectmen Clerk



OPEN SESSION MINUTES  
**BOARD OF SELECTMEN**

Monday, December 14, 2020

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

6:30 pm Carole Julius called the meeting to order.

Ms. Julius led the Pledge of Allegiance.

OPEN FORUM

APPOINTMENTS

ACTION ITEMS

Mr. Spagone Jr. made a motion to adopt Fuel efficient policy. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to appoint Peter Spagone Jr. as a delegate to the Old Colony Planning Council to the Old Colony Metropolitan Planning Organization (MPO) no designated term. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to appoint Katie Cavanagh as an associate member to the Council on Aging board December 14, 2020 - June 30, 2023. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve the Southeastern Regional Services Group Contract Award for DPW Services for 2/1/21-1/31/22. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve the renewal of the following Alcoholic Licenses for the period ending December 31, 2021. Seconded by Mr. Sheedy. All were in favor. 3-0

Package Store - All Alcoholic

All Licenses under this category have the following allowed hours of operation:

Weekdays & Saturday – 8 am – 11 pm

Sundays 10 – 11 pm

JN Daklak, LLC dba Viking Liquors

Helly LLC dba East Bridgewater Liquors

Yugbharti, Inc. dba Harmony Discount Liquors

Package Store - Wine & Malt



All Licenses under this category have the following allowed hours of operation:

Weekdays & Saturday – 8 am – 11 pm

Sundays 10 – 11 pm

Afrin Enterprises, Inc. dba Country Convenience

Crocetti-Oakdale Packing Inc.

The T. Sikder Corporation dba 7-Eleven 37460A

Robert W. Lundin dba Joppa Market, Inc.

Common Victualer - Wine & Malt

All Licenses under this category have the following allowed hours of operation:

Weekdays & Saturday 8am – 11 pm

Friday – 8 am – 2 am

Sunday - 12 pm – 1 am

D and Z Inc. dba Tatami

Ridder Farm, Inc. dba Ridder Farm Learning Center and Golf Course

Club - All Alcoholic

All Licenses under this category have the following allowed hours of operation:

Weekdays & Saturday 8am – 11 pm

Friday – 8 am – 2 am

Sunday - 12 pm – 1 am

Commercial Club of E. Bridgewater, Inc.

Ideal Club, Inc.

Common Victualer - All Alcoholic

All Licenses under this category have the following allowed hours of operation:

Weekdays & Saturday 8am – 11 pm

Friday – 8 am – 2 am

Sunday - 12 pm – 1 am

Frank's Cafe and Coffee House, Inc. dba The Mockingbird Restaurant

The Montana Group, Inc. dba Johnny Macaroni's

Vallarelli Group, Inc. dba Johnny Macaroni's Two

Damians Corp. dba Adria

Team EB, Inc. dba Fiesta Mexican Restaurant

T.J. Smith's, Inc. dba T.J. Smith's

Ye Olde Standish Grille, Inc.

The Villa at Ridder, Inc.

KB & BC, Inc. dba Kenny O'Bryan's Pub & Grille

Mr. Spagone Jr. made a motion to approve the renewal of the following Common Victualer Licenses for the period ending December 31, 2021. Seconded by Mr. Sheedy. All were in favor. 3-0

LICENSE #1  
Viking Pizza

LICENSE #2  
The Villa at Ridder, Inc.

LICENSE #3  
Damians Corp. dba Adria

LICENSE #5  
Russo Management Corp. dba Honey Dew Donuts

LICENSE #7  
Cumberland Farms, Inc. dba Cumberland Farms Store #2299

LICENSE #8  
Cumberland Farms, Inc. dba Cumberland Farms Store #2365

LICENSE #9  
AFRIN Enterprises Inc. dba Country Convenience

LICENSE #11  
The Montana Group, Inc. dba Johnny Macaroni's

LICENSE #12  
Skinners Sugar House, Inc.

LICENSE #14  
East Bridgewater Donuts, Inc. dba Dunkin Donuts

LICENSE #15  
Central Street Cafe

LICENSE #17  
T.J. Smith's, Inc. dba T.J. Smith's

LICENSE #18  
Chufila, Inc. dba Fiesta Mexican Restaurant

LICENSE #19  
Commercial Club of East Bridgewater, Inc.

LICENSE #23  
Ye Olde Standish Grille, Inc.

LICENSE #24  
Perfectly Flavah'D Café

LICENSE #26  
East Bridgewater Cinema

LICENSE #27  
Old Country Pizzeria

LICENSE #28  
Von M Inc. dba Subway

LICENSE #30  
Frank's Café and Coffee House, Inc. dba The Mockingbird Restaurant

LICENSE #32  
Vallarelli Group, Inc. dba Johnny Macaroni's Two

LICENSE #33  
Satucket Pizzeria

LICENSE #36  
Whitman Donuts, Inc. dba Dunkin Donuts

LICENSE #37  
Boston Pie, Inc. dba Domino's Pizza

LICENSE #40  
Robert W. Lundin dba Joppa Market

LICENSE #41  
Marylou's News, Inc. dba Mary Lou's Coffee

LICENSE #44  
KB & BC Inc. dba Kenny O'Bryan's Pub & Grille

LICENSE #46  
D and Z, Inc. dba Tatami

LICENSE #48  
St. Mary Inc. dba Amante Italian Pizzeria

LICENSE # 49  
Country Café & Pizza

Mr. Spagone Jr. made a motion to approve the renewal of the following Entertainment Licenses for the period ending December 31, 2021. Seconded by Mr. Sheedy. All were in favor 3-0.

Damians Corp. dba Adria

Team EB, Inc., dba Fiesta Mexican Restaurant

Franks Café & Coffee House Inc. dba Mockingbird Restaurant

KB & BC, Inc. dba Kenny O'Bryan's Pub & Grille

Vallarelli Group, Inc. dba Johnny Macaroni's Two

The Villa at Ridder, Inc.

Mr. Spagone Jr. made a motion to approve the renewal of the following Public Entertainment License for the period ending December 31, 2021. Seconded by Mr. Sheedy. All were in favor 3-0.

East Bridgewater Cinema

Mr. Spagone Jr. made a motion to approve the renewal of the following Coin Operated/Auto Amusement License for the period ending December 31, 2021. Seconded by Mr. Sheedy. All were in favor 3-0.

Commercial Club of East Bridgewater, Inc.

Ye Olde Standish Grille, Inc.

KB & BC, Inc. dba Kenny O'Bryan's Pub & Grille

East Bridgewater Cinema

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

#### CLASS I LICENSES AND RESTRICTIONS

##### LICENSE #2

Camping U.S.A., Inc.

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

#### CLASS II LICENSES AND RESTRICTIONS

##### LICENSE #1

Southbrook Auto Sales, Inc.

##### LICENSE #2

Glen Morton, dba E.J.M. Auto

##### LICENSE #3

James E. Power dba Power Automotive, Inc.

##### LICENSE #4

Daniel Graham, dba Bob Graham Auto Sales & Service, Inc.

##### LICENSE #5

Jeffrey J. Chrzanowski dba Forge Motors

##### LICENSE #6

Marquis Motorcars, Inc.

##### LICENSE #7

Valentine Auto Sales, Inc.

LICENSE #8

John P. Flavell dba AV8TOR Motors, Inc.

LICENSE #9

Russell W. Alexander dba Alexander Automotive

LICENSE #10

Paul Wolfe dba Paul Wolfe Motors Inc.

LICENSE #11

Bobby D' Motors, Inc.

LICENSE #12

David N. Batti dba Batti's Auto Body LLC

LICENSE #13

Almeida Enterprises

LICENSE #16

Oakdale Vintage Cars, Inc.

LICENSE #18

All Foreign Auto Sales & Service, Inc.

LICENSE #19

Richard Clayton dba R. C. Truck Sales, Inc. and Clayton Truck Sales

LICENSE #21

Wesley Damon dba Damon's Service & Repair

LICENSE #22

Hank's Auto Sales, Inc.

LICENSE #24

Jose A. Correia dba Express Auto Sales

LICENSE #27

Daniel Graham dba Bob Graham Auto Sales & Service, Inc.

LICENSE #28

George Haddad dba Platinum Motors

LICENSE #29

Robert N D'Agostino dba East Bridgewater Motor Mart

LICENSE #30

BMD LLC

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

## CLASS III LICENSES AND RESTRICTIONS

### LICENSE #2

All Foreign Auto Salvage, Inc.

### LICENSE #3

Richard F. Clayton dba R.C. Truck Sales, Inc. & Clayton Truck Sales

### LICENSE #4

Andrade Inc. dba Everett's Auto Parts

## TOWN ADMINISTRATOR REPORT

Mr. Noble presented to the Board a report from Council on Aging Director, Nancy Hill which outlined the activities at the senior center.

Mr. Noble read a thank you note from the Anne Kelley Hynes Memorial Scholarship. He stated the note particularly thanked Mr. Sheedy for his efforts in setting up the bench dedication at Town Hall. Mr. Noble stated the Human Resources review by the Collins Center has been completed and ready for review.

## ANNOUNCEMENTS / STAFF REPORTS

Ms. Johnson stated the Board of Selectmen Meeting Schedule 2021 ready for review.

## UPCOMING MEETINGS

### BOARD DISCUSSIONS

Mr. Spagone Jr. stated he requested to have a meeting before the end of the year to approve the sewer connection application for 203 and 215 Bedford Street from Jeff Dewhurst for connection to the Town of East Bridgewater wastewater treatment facility.

Mr. Sheedy suggested an earlier start for upcoming remote meetings going forward. All were in an agreement.

### ADJOURN

Motion by Julius, second by Spagone Jr. to adjourn. All were in favor, 3-0.

Meeting adjourned at 6:53 pm

\_\_\_\_\_  
Clerk

Board of Selectmen



OPEN SESSION MINUTES  
**BOARD OF SELECTMEN**

Friday, December 18, 2020

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

2:00 pm Carole Julius called the meeting to order.

Ms. Julius led the Pledge of Allegiance.

OPEN FORUM

APPOINTMENTS

ACTION ITEMS

Mr. Spagone Jr. made a motion to approve the sewer connection application for 203 Bedford Street from Jeff Dewhurst for connection to the Town of East Bridgewater wastewater treatment facility. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. briefly discussed the sewer connection plans and application process.

Mr. Spagone Jr. made a motion to approve the sewer connection application for 215 Bedford Street from Jeff Dewhurst for connection to the Town of East Bridgewater wastewater treatment facility. Seconded by Mr. Sheedy. All were in favor. 3-0

Mr. Spagone Jr. made a motion to approve the renewal of the following Common Victualer Licenses for the period ending December 31, 2021. Seconded by Mr. Sheedy. All were in favor. 3-0

LICENSE #4

Deng's Garden Restaurant

LICENSE #35

OM Tri-Town Convenience & Liquor dba Tri-Town Convenience & Liquor

LICENSE #47

N Bedford HD dba Honey Dew Donuts

Mr. Spagone Jr. made a motion to approve the renewal of the following Alcoholic Licenses for the period ending December 31, 2021. Seconded by Mr. Sheedy. All were in favor. 3-0

Package Store - Wine & Malt

All Licenses under this category have the following allowed hours of operation:

Weekdays & Saturday – 8 am – 11 pm  
Sundays 10 – 11 pm

OM Tri Town Convenience & Liquor, Inc., dba Tri-Town Convenience & Liquor  
Gautamkumar Patel, Mgr

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

**CLASS II LICENSES AND RESTRICTIONS**

**LICENSE #26**  
Joseph Savino dba West Street Auto Sales

**TOWN ADMINISTRATOR REPORT**  
Mr. Noble stated the non-union COLA discussion will be on the next Board of Selectmen’s meeting.

**ANNOUNCEMENTS / STAFF REPORTS**

**UPCOMING MEETINGS**  
Selectmen’s meeting Monday, January 4, 2021

**BOARD DISCUSSIONS**  
Mr. Spagone Jr. stated he would like a press release regarding Jeff Dewhurst’s sewer connection to the Town of East Bridgewater wastewater treatment facility. All were in favor.

Town Meeting January 11, 2021.

**ADJOURN**  
Motion by Julius, second by Spagone Jr. to adjourn. All were in favor, 3-0.

Meeting adjourned at 2:12 pm

\_\_\_\_\_ Clerk  
Board of Selectmen





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## **COVID-19 Sick Leave Policy**

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### **I. Introduction**

The Town of East Bridgewater ("Town") is adopting this emergency modification to its sick leave policy in response to the ongoing COVID-19 pandemic and the expiration of the expanded leave provisions provided by the Families First Corona Virus Response Act ("FFCRA") on December 31, 2020.

### **II. Duration**

This policy is effective as of January 1, 2021 and shall remain in effect until a vote of the Board of Selectmen terminating the Declaration of Emergency that was put into effect on March 14, 2020, or until December 31, 2021, whichever occurs first. Upon termination of this policy, this policy shall not create a past practice or precedent.

### **III. Eligibility**

Emergency responders and/or essential public health and safety personnel, as listed Attachment A, are not eligible for leave under this policy.

All employees, except for those who are listed in Attachment A, are eligible to take leave under this policy.

### **IV. Modified Sick Leave Policy**

This policy applies to employees who are unable to work due to one or more of the following COVID-19 related reasons:

1. subject to a coronavirus quarantine or isolation order<sup>1</sup>;
2. has been advised by a health care provider to self-quarantine due to coronavirus concerns;
3. is experiencing symptoms of coronavirus and is seeking a medical diagnosis;
4. is caring for an individual described in (1) or (2) above;

If an employee requires leave for one of the above-listed reasons, the employee shall first utilize all available paid time off, including sick leave, vacation leave and personal leave.

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<sup>1</sup> For any coronavirus quarantine or isolation order due to an employee's non-emergency out-of-state travel, the Town reserves the right to charge employees accrued leave (vacation and/or personal leave) and prohibit the utilization of sick leave.



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## COVID-19 Sick Leave Policy

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If an employee has exhausted all of their available paid leave, the employee will be permitted to take unpaid leave for the reasons listed above. Employees who have exhausted all available paid leave may also choose to borrow up to five (5) sick days from their future accruals. Employees who wish to borrow from future sick leave accruals should notify their supervisor or Melissa Morrissey, Treasurer/Collector.

Employees who will be absent from work are expected to notify their supervisor in accordance with existing Town policies, practices and collective bargaining agreements. The Town reserves the right to require additional information in order to determine whether an employee's absence qualifies for leave under this policy. Absences for reasons other than those listed above in (1) – (5) will be subject to existing Town policies and applicable collective bargaining agreements.

### Absences due to Closure of School or Childcare Facility

The Emergency Family & Medical Leave Extension (EFMLE) under the FFCRA also expires on December 31, 2020. As a result, employees who are unable to work because they are caring for their child whose school or place of care is closed or unavailable due to COVID-19 will no longer be able to use sick leave or EFMLE leave to cover these absences.

Employees in these circumstances who are unable to work will be required to use accrued vacation or personal leave to cover such absences. Employees are encouraged to contact their supervisor to discuss whether their position allows for temporary adjustments such as remote work or a modified schedule.

As indicated in (4) above, an employee is permitted to use any available paid time off in order to care for their child who is subject to a quarantine or isolation order, or who has been advised by a health care provider to self-quarantine.

ADOPTED BY THE BOARD OF SELECTMEN IN SESSION JANUARY 4, 2021

A true record attest:

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Peter Spagone, Jr., Clerk



EFFECTIVE: JANUARY 1, 2021  
COVID-19

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## COVID-19 Sick Leave Policy

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### ATTACHMENT A

Employees Excluded from COVID-19 Sick Leave Policy:

- Employees of the East Bridgewater Police Department
- Employees of the East Bridgewater Fire Department
- Public Safety Dispatchers employed by the Town of East Bridgewater

DRAFT

**THE TOWN OF EAST BRIDGEWATER  
AND THE EAST BRIDGEWATER SCHOOL DISTRICT  
COST ALLOCATION AGREEMENT**

The Department of Elementary and Secondary Education (DESE) requires school districts to report certain school-related expenses incurred by other municipal departments on the annual End of Year Pupil and Financial Report (EOYR). These indirect municipal expenses include administrative services, employee benefits (including retirement and insurance contributions), unemployment charges, other fixed costs, debt and capital outlay, and assessments and tuitions paid to other districts.

Many, but not all, of these expenditures are counted toward the annual net school spending requirements under M.G.L. Chapter 70.

Under CMR 603 10.04, school districts may report school-related municipal indirect expenditures on the End of Year Report only when there is an agreement between municipal and school officials on the expenses to be allocated and the method of allocation. In addition, schools and towns must follow the Department of Elementary and Secondary Education guidelines for allocating, reporting and documenting these expenditures.

In accordance with CMR 603 10.4, the following document outlines the methodology to be used to report municipal indirect expenditures for the Town of East Bridgewater and the terms of the agreement regarding such allocation between the East Bridgewater School Committee, acting for the East Bridgewater School District, and the East Bridgewater Board of Selectmen, acting for the Town:

**1000 GENERAL ADMINISTRATIVE SERVICES:**

1410 (1910) Business and Finance expenses to be included:

- Municipal accounting, auditing, central data processing, central purchasing, financial services

1420 (1912) Human Resources, Benefits, Personnel expenses to be included:

- Indirect costs of administering employee retirement programs
- Indirect costs of administering employee and non-employee insurance programs

1430 (1914) Legal Services for School Committee

1435 (1916) Legal Settlements

1450 (1920) District-wide Information Management and Technology expenses to be included:

- IT salaries, contracted services and supplies
- Integrated financial management system software annual support and maintenance costs

**2000 INSTRUCTIONAL:**

2340 (1930) Librarians and Media Center Directors (currently not applicable)

2415.(1935) Other Instructional Materials (currently not applicable)

**3000 PUPIL SERVICES:**

3200 (1940) Health Services and School Security Services: Seventy five percent (75%) of regular wages and Quinn Bill pay, of School Resource officer(s). No other stipends, overtime or benefits shall be included. Schedule 19 based on negotiated salary percentage increase over current actuals

**4000 OPERATION AND MAINTENANCE (1960 1996):**

Maintenance of grounds and equipment will all be based on actual incurred costs for the schools

4130 (1974) School Utility Services:

- Actual cost of trash removal and recycling. Based on per dumpster rate from the trash contractor - Schedule 19 projected on prior year actual unless rates are available for the subsequent year
- Actual Water abatements for schools - Schedule 19 projected on prior year actual
- Actual Sewer abatements for schools – Schedule 19 projected on prior year actual

4210 (1975) Maintenance of School Grounds:

- Based on actual cost of snow and ice removal, salting, sanding, fuel and all other costs associated with the maintenance of school grounds provided by the DPW
- Based on actual cost of fuel used and materials provided by DPW
- DPW salaries- 66% of 2 employees' base salary 5110 excluding the period 11/30 - 4/1
- Schedule 19 projected on prior year actual

4225 (1978) School Building Security System: Based on actual costs

4230 (1979) Maintenance of School Equipment:

- Based on actual cost of equipment maintenance and fuel

4300 (1990) Extraordinary Maintenance

- Based on actual capital expenditures

4400 (1995) Networking and Telecommunications: Based on actual costs

**5000 BENEFITS AND OTHER SERVICES:**

5100 (2000) Employer Retirement Contributions

- Based on actual costs of pensions paid to retired School District employees as a percentage of the actual pensions paid to all East Bridgewater Plymouth County retirees multiplied by the annual assessment paid to the Plymouth County Retirement System

- Schedule 19 projected 10% increase over Schedule 1 actuals

#### 5200 (2010) Insurance for Active Employees

- Based on actual cost of Town's share of health, life, and Medicare insurance for School District employees provided by the Treasurer/Collector. Schedule 19 projected 10% increase over Schedule 1 actuals
- Based on actual cost of unemployment claims for School District employees provided by the Town Accountant. Schedule 19 projected 15% increase over Schedule 1 actuals

#### 5250 (2020) Insurance for Retired School Employees

- Health Insurance is based on actual cost of health insurance for School District employees provided by the Treasurer/Collector per monthly insurance company invoices plus the annual state assessment on the cherry sheet
- Life insurance is based on actual Town's share cost for School District employees indicated on the payroll report
- Medicare insurance is based on actual Town's share cost for former School District employees indicated on the payroll report
- Schedule 19 projected 10% increase over Schedule 1 actuals for all items under 5250

#### 5260 (2030) Other Non-Employee Insurance

- Based on actual and projected cost of insurance premiums and deductibles for property; fire, liability, fidelity bonds, workers compensation, and judgements against the School District resulting from self-insurance provided by breakdown from Town's insurance company

5400 (2060) Short Term Debt Service/Interest (RANS): Based on actual interest paid for Revenue Anticipation Notes to support current year school operations.

5450 (2065) Short Term Debt Service/Interest (BANS): Based on actual interest paid for Bond Anticipation Notes on loans used to purchase textbooks, school equipment, school technology and/or school building maintenance or construction.

#### 5500 (2070) Other Fixed Charges

- Public Safety Inspections based on actual cost; Schedule 19 projected based on prior year actual
- Bank and ADP Charges based on actual cost; 10% increase projected for Schedule 19
- Medicaid reimbursement charges based on actual cost; Schedule 19 projected based on prior year actual
- Other fixed charges as agreed upon by the School District's Superintendent and the Town Administrator

5550 (2070) School Crossing Guards: Based on actual costs; Schedule 19 projection is based on actual budget

**7000 ACQUISITION, IMPROVEMENT AND REPLACEMENT OF FIXED ASSETS:**

Capital expenditures including the purchase of land, buildings and equipment, capital technology and motor vehicles. Such costs shall be limited to specific appropriated items, including school building planning costs and lease/purchase of buildings or non-instructional equipment, that are intended to acquire a new asset, for major reconstruction projects, for maintenance projects costing over one hundred thousand dollars (\$100,000) or capital leases. Costs corresponding to revenue received as a lump sum or progress payment grant receipt from the Massachusetts School Building Authority (MSBA) whether or not outstanding BANS exist. Costs directly related to a school construction project supported through local appropriation.

The actual cost of transportation vehicles and the allowed amortization consistent with 603 CMR 10.08.

**8000 DEBT RETIREMENT:**

8100 (2130) Long Term Debt Retirement/School Construction: The annual principal of loans used to finance the purchase or construction of schools, not including BANS, Capital Assessment costs to Regional School Districts, or the amounts bonded for extraordinary maintenance.

8200 (2140) Long Term Debt Service/School Construction: The annual interest payment on bonds and loans used to finance the purchase or construction of schools.

8400 (2200) Long Term Debt Service/Educational Expenditures: The annual interest on bonds and loans used to finance the purchase of books, instructional equipment and extraordinary maintenance projects. The principal of these loans should be reported in the cost category of the purchase (e.g. fixed assets, instructional technology, etc. 8600 (2200) Long Term Debt Service/Other: The interest on bonds and loans used to finance the purchase of non-instructional equipment and to pay for capital maintenance projects in excess of one hundred thousand dollars (\$100,000). Principal costs should be reported in the appropriate 7000 series.

**9000 PAYMENTS TO OTHER DISTRICTS:**

All items based on actual costs.

OTHER:

STUDENT TRANSPORTATION Account 1-304-520-5330

We have read the above methodology for the calculation of the East Bridgewater School Department's share of operating costs that are not directly in the School Department's operating budget and agree with the allocation methods contained herein.

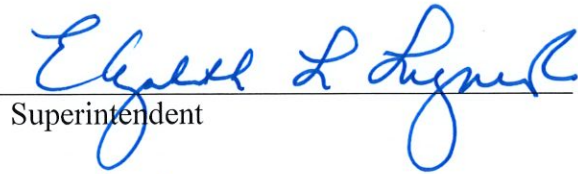
For East Bridgewater Public Schools

For the Town of East Bridgewater



\_\_\_\_\_  
Chair, School Committee

\_\_\_\_\_  
Chair, Board of Selectmen



\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Town Administrator

6/14/20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



- ❖ FY20 Financial update – John Shea, there are two weeks left in the fiscal year and this is a very busy time for us. The budget is tracking on target and we are not in danger of exceeding it. There are some unknowns at this time, such as: Foxx Transportation, Lucini Bus, and a few other vendors. Joanne Connors has done a great job of prepaying tuitions for next year using the Circuit Breaker account. Joanne Benner is reviewing the accounts and purchase orders daily eliminating and adjusting as needed. The revolving fund balances remain consistent to the last few years. At this time we are working on refunding for spring sports, PreK tuitions, and after school activities. To follow will be Before and After Care and AP testing.

A Draft of the Cost Allocation agreement between the Town of East Bridgewater and the East Bridgewater School District was presented. This draft is a red line version of recommended changes by our attorney. We met with Brian Noble to review this, he called DESE, and it was sent to Mr. Dominello who returned this version. This was one of the biggest recommendations that came to us from the ORC report. The only thing different is the sewer and water abatements on page 2; we will see additional costs for this. Mr. Shea is asking for the School Committee to vote on this tonight.

Motion: McLaughlin/Maltz

Vote: 6 in favor

**Action Required by the Committee:**

- ❖ Action is required on the minutes from the School Committee Meeting of May 26, 2020.  
Motion: McLaughlin/Maltz  
Vote: 6 in favor
- ❖ Action is required, after review, to approve accounts payable warrants 49SV dated 6/3/2020, 50SV dated 6/10/2020 and 51SV dated 6/17/2020.  
Motion: McLaughlin/Maltz  
Vote: 6 in favor
- ❖ Action is required on payroll warrant 50PS dated June 10, 2020.  
Motion: McLaughlin/Maltz  
Vote: 6 in favor
- ❖ Action is required by the School Committee on John Shea, School Business Administrator's three (3) year contract from July 1, 2020 to June 30, 2023.  
Motion: McLaughlin/Maltz  
Vote: 6 in favor
- ❖ Action is required, after review, to approve the proposed dates for the 2020/2021 School Committee Meetings.  
Motion: McLaughlin/Maltz  
Discussion: it is proposed to move the meeting of 12/22/2020 as it is too stressful to have it so close to the holidays. The committee will review dates and vote at the August meeting.  
Motion to table action item until August: Maltz/McLaughlin  
Vote: 6 in favor
- ❖ Action is required, after review, to approve the payment agreement between the East Bridgewater School District and Foxx Transportation for the period the schools were closed due to COVID-19.  
Motion: McLaughlin/Maltz  
Vote: 6 in favor

**The East Bridgewater Public School System is committed to ensuring that all of its programs and facilities are accessible to all members of the public. We do not discriminate on the basis of age,**

**color, disability, national origin, race, religion, sex, sexual orientation, gender or gender identity.**

**The contents of all East Bridgewater school publications are available upon request in languages other than English.**

# Town of East Bridgewater

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## ENERGY REDUCTION PLAN (ERP)



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Prepared by Old Colony Planning Council, December 2020

**ADOPTED January 4, 2021 by the Board of Selectman**  
**ADOPTED January 12, 2021 by the Super/School Committee**

This ERP has been developed in fulfillment of Criterion 3 of the Massachusetts Green Communities Program. The plan outlines how East Bridgewater will reduce municipal energy use by 20% by Fiscal Year 2025.

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## 1) Purpose and Acknowledgements

The Massachusetts Department of Energy Resources (DOER) Green Community Designation and Grant Program provides a road map along with financial and technical support to municipalities that pledge to cut municipal energy use by an ambitious and achievable goal of 20 percent over 5 years and meet four other criteria established in the Green Communities Act. Since 2010, 271 municipalities across Massachusetts have become designated, including the majority of cities and towns in the Old Colony Region. Communities that achieve designation are eligible for annual grants that help fund energy efficiency improvements in municipal buildings, hybrid vehicles, electric vehicle charging stations, and other energy smart measures.

This Energy Reduction Plan (ERP) has been developed in accordance with Criterion 3 of the Green Communities Program. It outlines how East Bridgewater will reduce municipal energy use by 20% by Fiscal Year 2025 (FY25). The plan is a requirement to achieve Green Communities designation.

To develop the plan, the town's energy use was entered into and analyzed in MassEnergyInsight. Energy Conservation Inc. conducted building audits, and the town's facilities manager's expertise was drawn upon throughout the development of this plan. This ERP was prepared by Old Colony Planning Council with technical expertise provided by several staff. The main contributors were as follow:

- Brian Kiely, Town of East Bridgewater
- John Haines, Town of East Bridgewater
- Shawn Bailey, Old Colony Planning Council
- Kyle Mowatt, Old Colony Planning Council
- Joanne Zygmunt, Old Colony Planning Council
- Christopher Collins, Energy Conservation Inc.

The ERP was adopted by the Board of Selectmen on **January 4, 2021** and the School Committee on **January 12, 2021** (

Appendix 1 – Letters of Adoption). Its implementation is overseen by the town’s Facilities Manager in the Department of Public Works.

## 2) Summary

### a) Town Profile

Located in southeastern Massachusetts, East Bridgewater is bordered by Bridgewater to the south, Brockton to the northwest, Halifax to the east, Hanson to the northeast, West Bridgewater to the west, and Whitman to the north. The Town of East Bridgewater is approximately 27 miles southeast of Boston. According to the U.S. Census Bureau, East Bridgewater consists of 17.2 square miles of land and 0.3 square miles of water, for a total area of 17.5 square miles.

East Bridgewater has 14,386 residents according to the 2018 American Community Survey 5-Year Estimates. The median age of residents is just under 39 years (38.8) and the median household income is \$86,922. According to the U.S. Census Bureau, 5.2% of East Bridgewater’s population 18 and older have an educational attainment of less than high school graduate, 31.9% have a high school diploma or equivalent, 34.6% have some college or an associate’s degree, and 28.3% have a bachelor’s degree or higher. The racial makeup of East Bridgewater is 91.5% white, 3.3% Black or African American, 2.2% Asian, 1.9% Two or More Races, and 1.2% Some Other Race.

East Bridgewater has its own school system serving about 2,899 students. Central Elementary School serves students from pre-K to Grade 2; Gordon W. Mitchell School serves students from Grade 3 to Grade 6; and East Bridgewater Jr./Sr. High School serves students Grade 7 to Grade 12.

The town is governed by the open town meeting form of government, led by a town administrator and a board of selectmen (comprised of three members).

### b) Summary of Municipal Energy Use

Municipal energy use for the Town of East Bridgewater is summarized in the table below:

**Table 1. Summary of municipal energy use**

| Municipal Energy Uses           | Number of Facilities | Ownership     |
|---------------------------------|----------------------|---------------|
| Buildings – Primary Heat Source | 10                   | Town          |
| Natural Gas                     | 8                    |               |
| Oil                             | 1                    |               |
| Electric                        | 1                    |               |
| Other                           | 0                    |               |
| Open Space (electricity only)   | 2                    | Town          |
| Vehicles (gas and diesel)       | 52                   | Town          |
| Non-exempt                      | 2                    |               |
| Exempt                          | 50                   |               |
| Streetlights and Traffic Lights | 16                   |               |
| Streetlights                    | 13                   | National Grid |
| Traffic lights                  | 3                    | Town          |

| Water and Sewer    |   | Town |
|--------------------|---|------|
| Wells              | 5 |      |
| Filtration Plants  | 2 |      |
| Treatment Facility | 1 |      |

### Buildings and Open Space

The town uses energy in 10 municipal buildings and at two open space sites:

Table 2. Town buildings and open spaces using energy

| Category              | Subcategory        | Facility               |
|-----------------------|--------------------|------------------------|
| Buildings             | Administration     | Council on Aging       |
|                       |                    | Town Offices           |
|                       | Library            | Library                |
|                       | Public Safety      | Fire Department        |
|                       |                    | Police Garage          |
|                       | Public Works       | Water Department       |
|                       |                    | Willow Avenue          |
|                       | School             | Central Elementary     |
| Mitchell Intermediary |                    |                        |
| High School           |                    |                        |
| Open Space            | Outdoor Recreation | Silva Athletic Complex |
|                       |                    | Strong Field           |

Insert here – is the town planning any renovations/additions/demos/rebuilds/purchases between now and FY25? If the town has a Capital Improvement Plan, mention here and list top priorities through to end of FY25 (or end of the CIP) that are related to the above buildings/open spaces.

### Water and Sewer

The town is supplied by five wells - four wells are located in the eastern section of town and are connected to the filtration plant at the Crescent Street site; the fifth well is located in the Elmwood section of town and is connected to a second filtration plant. The well sites use both natural gas and propane. The town also has one water holding tank.

The town has one wastewater treatment facility that currently serves the East Bridgewater Fire Station, East Bridgewater High School, Central Elementary School, and Bedford Street CVS. The facility uses natural gas.

### Vehicles

East Bridgewater has a total of 52 vehicles of which only two are not exempt from the fuel-efficient vehicles policy due to having a gross vehicle weight rating of >8,500 pounds and/or being used for emergency response. Fuels used by the town fleet are gasoline and diesel. The town does not own any hybrid or electric vehicles.

## Streetlights and Traffic Lights

The town pays 13 streetlight electricity accounts and three traffic light electricity accounts. The streetlights are owned by National Grid but included in the town’s energy use baseline. National Grid is currently updating all streetlights to LED (about 70% have been completed as of December 2020). The town’s electricity use related to streetlighting is expected to decrease.

## Renewable Energy

East Bridgewater does not use renewable energy in any of its facilities at this time. The town does not have any Solar Power Purchase Agreements in place. **Has the town conducted any feasibility studies and/or considered solar or other renewables? If so, insert narrative here.**

### c) Summary of Energy Use Baseline and Reduction Plan

Fiscal Year 2019 was selected as the town’s energy use baseline year. In FY19, total municipal energy use was 52,918 MMBTUs (not weather-normalized; all data in this plan is not water-normalized) (Table 3 and Figure 1). East Bridgewater’s energy use reductions will be measured against this baseline.

Figure 1. FY19 baseline dashboard from MassEnergyInsight



Table 3. Municipal energy use in baseline FY19 and projected planned savings over five years

| Facility category     | MMBTU used in baseline year | % of total MMBTU baseline energy consumption | Projected planned documented MMBTU savings | Savings as % of total MMBTU baseline energy consumption |
|-----------------------|-----------------------------|--|--|---|
| Buildings             | 44,906                      | 85%  | 9,803                                      | 22%   |
| Open Space            | 85                          | <1%  | 0  | 0%  |
| Street/Traffic Lights | 336                         | <1%  | 0  | 0%  |
| Vehicles              | 5,996                       | 11%  | 0  | 0%  |
| Water/Sewer           | 1,596                       | 3%   | 222  | 14%   |
| <b>Total</b>          | <b>52,918</b>               | <b>100%</b>                                  | <b>10,025</b>                              | <b>19%</b>  |

The majority of municipal energy is used in municipal buildings (85%) followed by vehicles (11%) and water/sewer (3%). Energy used at open space sites and for street and traffic lights is <1% combined. To achieve a 20% reduction in municipal energy use, the town will focus on energy use in buildings and water/sewer. Table 3 above summarizes 19% savings projected from Buildings and Water/Sewer; the remaining 1% of savings will be achieved through efficient vehicle fleet management, described later in this plan.

### 3) Energy Use Baseline Inventory

#### a) Inventory Tool

The Town of East Bridgewater uses DOER's MassEnergyInsight (MEI) web-based energy inventory and analysis tool. The tool uses both native fuel units (e.g., kWh, therms, etc.) as well as British thermal units (MMBTUs) to convert native fuel units into common units.

#### b) Baseline Year

The most recent year with complete data that was unaffected by abnormal operational changes due to the COVID19 pandemic is FY19, which has been selected as the town's baseline year. FY19 ran from July 1, 2018 to June 30, 2019. The town is aiming to achieve its 20% municipal energy use reduction before the start of FY25.

#### c) Municipal Energy Consumption in Baseline Year (FY19)

In FY19, total municipal energy use was 52,918 MMBTUs (not weather-normalized). For the town to achieve a 20% municipal energy use reduction, at least 10,584 MMBTUs will need to be saved. The tables below break down municipal energy use in both native units (Table 4) and MMBTUs (Table 5) for each municipal facility. Energy use from electricity and natural gas use is about the same, together accounting for 87% of municipal energy use.



Table 4. Municipal energy use in FY19, in native units

|                       |                                | Electric<br>(kWh) | Gas<br>(therms) | 2019             |                       |                     | Propane<br>(gallons) |
|-----------------------|--------------------------------|-------------------|-----------------|------------------|-----------------------|---------------------|----------------------|
|                       |                                |                   |                 | Oil<br>(gallons) | Gasoline<br>(gallons) | Diesel<br>(gallons) |                      |
| Building              | East Bridgewater HS            | 3,718,600         | 75,042          | 0                |                       |                     |                      |
|                       | Central ES                     | 180,654           | 40,070          |                  |                       |                     |                      |
|                       | Gordon W Mitchell IS           | 578,240           | 71,601          |                  |                       |                     |                      |
|                       | Town Offices                   | 670,120           | 14,100          |                  |                       |                     |                      |
|                       | Council on Aging               | 68,400            | 2,212           |                  |                       |                     |                      |
|                       | DPW Water Dept.                | 1,277,413         | 6,062           |                  |                       |                     |                      |
|                       | Fire Dept.                     | 71,144            | 3,511           |                  |                       |                     | 1,355                |
|                       | Library                        | 51,017            | 5,086           |                  |                       |                     |                      |
|                       | Willow Ave                     | 29,929            |                 | 2,443            |                       |                     |                      |
|                       | <b>Total</b>                   | <b>6,645,517</b>  | <b>217,684</b>  | <b>2,443</b>     |                       |                     | <b>1,355</b>         |
| Open Space            | John L. Silva Athletic Complex | 21,825            |                 |                  |                       |                     |                      |
|                       | Strong Baseball Field          | 3,036             |                 |                  |                       |                     |                      |
|                       | <b>Total</b>                   | <b>24,861</b>     |                 |                  |                       |                     |                      |
| Street/Traffic Lights | Street Lights                  | 95,670            |                 |                  |                       |                     |                      |
|                       | Traffic Lights                 | 2,916             |                 |                  |                       |                     |                      |
|                       | <b>Total</b>                   | <b>98,586</b>     |                 |                  |                       |                     |                      |
| Vehicle               | Vehicle Fleet                  |                   |                 |                  | 34,256                | 12,574              |                      |
|                       | <b>Total</b>                   |                   |                 |                  | <b>34,256</b>         | <b>12,574</b>       |                      |
| Water/Sewer           | DPW Water Wells                | 189,936           | 3,023           |                  |                       |                     | 2,539                |
|                       | Sewer Treatment                |                   | 4,144           |                  |                       |                     |                      |
|                       | <b>Total</b>                   | <b>189,936</b>    | <b>7,167</b>    |                  |                       |                     | <b>2,539</b>         |
| <b>Grand Total</b>    |                                | <b>6,958,900</b>  | <b>224,851</b>  | <b>2,443</b>     | <b>34,256</b>         | <b>12,574</b>       | <b>3,894</b>         |

Table 5. Municipal energy use in FY19, in MMBTUs

|                       |                                | 2019         |               |               |               |            |            | Total         |
|-----------------------|--------------------------------|--------------|---------------|---------------|---------------|------------|------------|---------------|
|                       |                                | Diesel       | Electric      | Gas           | Gasoline      | Oil        | Propane    |               |
| Building              | East Bridgewater HS            |              | 12,688        | 7,504         |               | 0          |            | 20,192        |
|                       | Central ES                     |              | 616           | 4,007         |               |            |            | 4,623         |
|                       | Gordon W Mitchell IS           |              | 1,973         | 7,160         |               |            |            | 9,133         |
|                       | Town Offices                   |              | 2,286         | 1,410         |               |            |            | 3,696         |
|                       | Council on Aging               |              | 233           | 221           |               |            |            | 455           |
|                       | DPW Water Dept.                |              | 4,359         | 606           |               |            |            | 4,965         |
|                       | Fire Dept.                     |              | 243           | 351           |               |            | 123        | 717           |
|                       | Library                        |              | 174           | 509           |               |            |            | 683           |
|                       | Willow Ave                     |              | 102           |               |               | 340        |            | 442           |
|                       | <b>Total</b>                   |              |               | <b>22,675</b> | <b>21,768</b> |            | <b>340</b> | <b>123</b>    |
| Open Space            | John L. Silva Athletic Complex |              | 74            |               |               |            |            | 74            |
|                       | Strong Baseball Field          |              | 10            |               |               |            |            | 10            |
|                       | <b>Total</b>                   |              | <b>85</b>     |               |               |            |            | <b>85</b>     |
| Street/Traffic Lights | Street Lights                  |              | 326           |               |               |            |            | 326           |
|                       | Traffic Lights                 |              | 10            |               |               |            |            | 10            |
|                       | <b>Total</b>                   |              | <b>336</b>    |               |               |            |            | <b>336</b>    |
| Vehicle               | Vehicle Fleet                  | 1,748        |               |               | 4,248         |            |            | 5,996         |
|                       | <b>Total</b>                   | <b>1,748</b> |               |               | <b>4,248</b>  |            |            | <b>5,996</b>  |
| Water/Sewer           | DPW Water Wells                |              | 648           | 302           |               |            | 231        | 1,181         |
|                       | Sewer Treatment                |              |               | 414           |               |            |            | 414           |
|                       | <b>Total</b>                   |              | <b>648</b>    | <b>717</b>    |               |            | <b>231</b> | <b>1,596</b>  |
| <b>Grand Total</b>    |                                | <b>1,748</b> | <b>23,744</b> | <b>22,485</b> | <b>4,248</b>  | <b>340</b> | <b>354</b> | <b>52,918</b> |

This five-year plan enables the town to address some of the lowest efficiency and/or highest energy waste uses.

**Buildings** – East Bridgewater’s municipal buildings use about 85% of the town’s energy. The high school uses the most building energy by far (45%) and is relatively inefficient (129 kBTU/SF). Seventy-eight (78) kBTU/SF is the median energy use intensity for all buildings in MassEnergyInsight, from municipalities across Massachusetts. This number is used as a benchmark for building efficiency in this plan. Overall, across its buildings, East Bridgewater’s kBTU/SF is 92.

Although the Mitchell and Central Schools are the second (20%) and fourth (10%), respectively, greatest users of building energy, both are relatively efficient – energy use intensity for Mitchell is 65 kBTU/SF and for Central is 69 kBTU/SF.

Two other buildings are priorities for energy savings: the water department is both the third greatest user of building energy (11%) as well as the least efficient municipal building (1,182 kBTU/SF). The Town Offices is the fifth greatest user of building energy (8%) and is also inefficient (151 kBTU/SF).

The figures that follow (Figure 2 and Figure 3) illustrate FY19 building energy use and efficiency as well as related data (e.g., on carbon emissions).

Figure 2. FY19 building efficiency, emissions, and cost

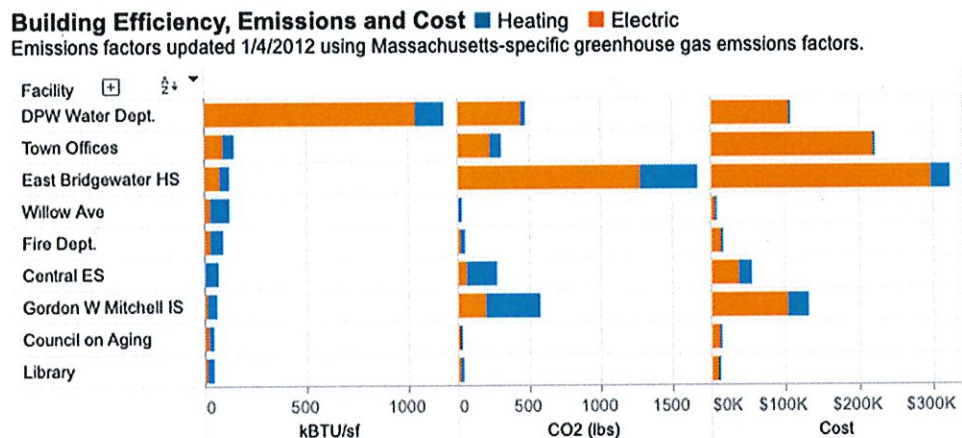
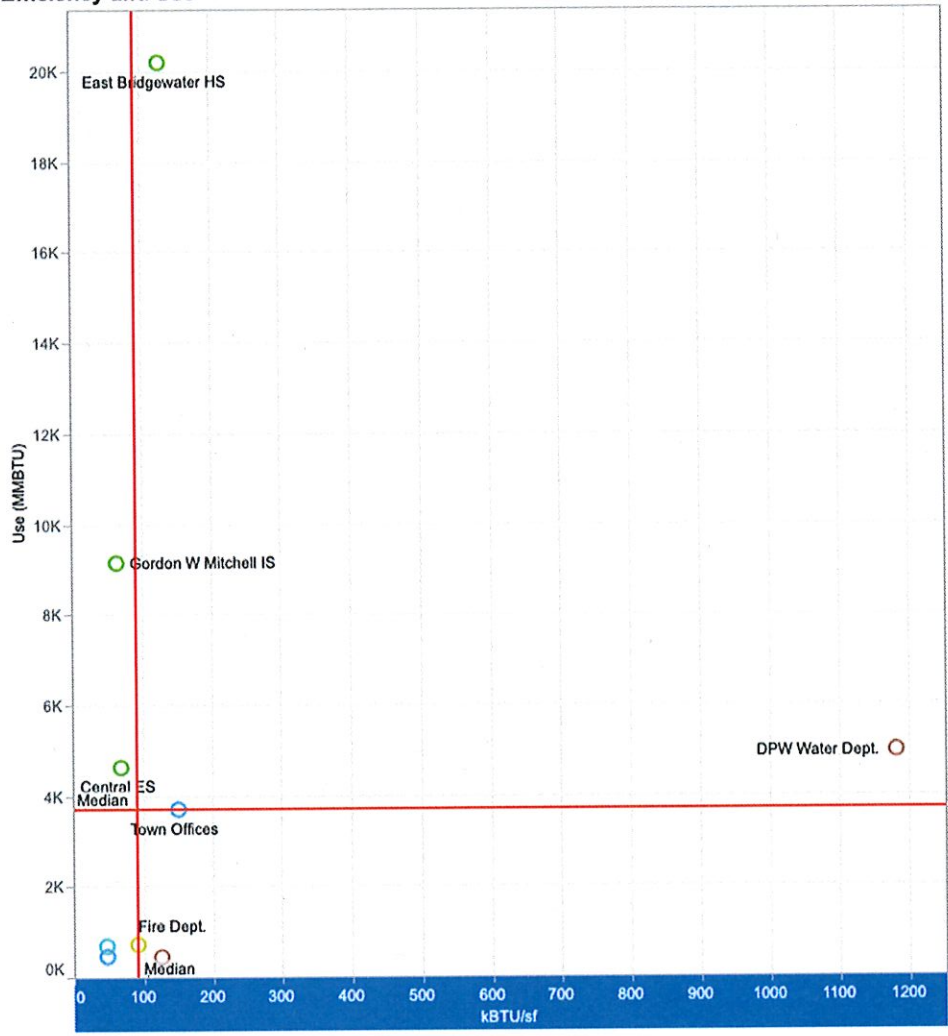


Figure 3. FY19 building efficiency and use

**Efficiency and Use**



**Open Space** – East Bridgewater’s energy use related to open space is <1% of its municipal energy use and, therefore, is not an area of priority within this plan.

**Street/Traffic Lights** – East Bridgewater’s energy use related to streetlights and traffic lights is <1% of its municipal energy use and, therefore, is not an area of priority within this plan.

**Vehicles** – Energy used by town vehicles (11%) is the second largest use of municipal energy. The vast majority of town vehicles are exempt from the adopted fuel-efficient vehicles policy due to being >8,500 pounds or in use for emergency purposes.

**Water/Sewer** – Energy used to supply and treat drinking water and to dispose of wastewater is the third largest use of municipal energy (3%). The majority of this use is attributed to the drinking water side of town operations.

## 4) Energy Reduction Plan

### a) Overview of Five-year Plan

The Town of East Bridgewater is committed to reducing FY19 baseline energy consumption by 20% by FY25. This equates to a savings of 10,583 MMBTU (refer back to Table 3). Working with Energy Conservation Inc., the town has identified a variety of measures for implementation that will achieve savings of 19%:

- Boiler replacement
- Combustion controls
- Commissioning
- EMS controls upgrade
- Heating system upgrade
- HW temperature reset
- LED lighting improvements
- Motors and VFDs
- Pipe insulation
- Transformer replacements
- Weatherization

These measures will be implemented at the following facilities:

- Schools – Central, Mitchell, and High School
- Drinking water facilities – wells and pumping stations
- Library
- Town Hall
- Fire Department
- Council on Aging
- Water Department

Appendix 2 details which measures will be implemented where, and includes further information such as expected energy savings, expected cost savings, proposed timeline, and payback. Measures are further described in Appendices 3, 4, and 5. Appendix 6 includes supporting calculations done by Energy Conservation Inc.

The five-year plan is summarized in Table 6 below. Note that the last 1% of savings required to reach 20% will be achieved through efficient vehicle fleet management.

**Table 6. Five-year energy reduction plan overview**

| Efficiency Improvements                   | Buildings             | Water/Sewer           | Vehicles                       |
|---|-----------------------|-----------------------|--------------------------------|
| Expected contribution toward 20% savings: | 9,803 MMBTUs (97%)    | 222 MMBTUs (2%)       | >559 MMBTU (>1%)               |
| Year 1 – FY21-22                          | • Enter measures here | • Enter measures here | • Keep tires properly inflated |

|                  |   |   |  |
|------------------|---|---|--|
|                  |   |   | <ul style="list-style-type: none"> <li>• Use recommended grade of oil</li> </ul> |
| Year 2 – FY22-23 | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Maintain Year 1 practices</li> </ul>    |
| Year 3 – FY23-24 | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Maintain Year 1 practices</li> </ul>    |
| Year 4 – FY24-25 | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Maintain Year 1 practices</li> </ul>    |
| Year 5 – FY25-26 | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Enter measures here</li> </ul> | <ul style="list-style-type: none"> <li>• Maintain Year 1 practices</li> </ul>    |

Energy Conservation Inc. completed site visits, town staff interviews, and data analyses during the autumn of 2020 that identified 19% energy savings from buildings and water/sewer facilities. Appendix 2 details savings from individual measures and includes references for savings.

The last 1% will be achieved by efficient vehicle fleet management. According to fueleconomy.gov, gas mileage may be improved by 0.6% on average—up to 3% in some cases—by keeping tires inflated to the proper pressure. Under-inflated tires can lower gas mileage by about 0.2% for every 1 psi drop in the average pressure of all tires. Properly inflated tires are safer and last longer. In addition, gas mileage may be improved by 1%–2% by using the manufacturer's recommended grade of motor oil. For example, using 10W-30 motor oil in an engine designed to use 5W-30 can lower gas mileage by 1%–2%. Using 5W-30 in an engine designed for 5W-20 can lower gas mileage by 1%–1.5%. When purchasing oil, the town will look for motor oil that says "Energy Conserving" on the API performance symbol to be sure it contains friction-reducing additives.

### b) Plan Implementation

The Town Administrator's Office in collaboration with the Department of Public Works is responsible for oversight of this ERP and for implementation of energy conservation measures in municipal buildings and facilities.

In collaboration with the Town Administrator's Office and other staff within the Department of Public Works, the Facilities Manager is responsible for annual Green Communities reporting requirements to DOER. Requirements must be met to maintain Green Communities Designation and eligibility for grant funding.

The Facilities Manager, or other designee of the Town Administrator, should provide an annual Green Communities update to the Board of Selectman within two months of submitting the annual report to DOER. The update should include current energy use against baseline (town energy use trends from MassEnergyInsight), energy conservation measures implemented over the past year, and plans for the next year, as well as any grant application updates.

### c) Beyond Five Years

The town intends to update this ERP in Year Five. Leading up to that time, the town will pursue additional in-depth building audits and studies as appropriate. When opportunities for energy efficiency arise (e.g., replacement of appliances, replacement of broken light fixtures, etc.) the town will strive for the most energy saving outcome.

Within five years, some town vehicles will likely have been replaced by more efficient vehicles in accordance with the town's adopted fuel-efficient vehicles policy. Over the longer term, the town wishes to pursue the following energy wise strategies:

- Acquire hybrid and/or electric vehicles for the town fleet
- Install electric vehicle charging stations at public places throughout town
- Assess the feasibility of installing anti-idling technology in police vehicles

## Appendix 1 – Letters of Adoption

INSERT letter from Town Admin

INSERT letter from Superintendent of Schools

## Appendix 2 – Planned Energy Conservation Measures

INSERT Table 4 from ECI/town



## Appendix 3 – Planned Mechanical Measures

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## Appendix 4 – Planning Lighting Measures

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## Appendix 5 – Building Envelope Inspection Report

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## Appendix 6 – Supporting Calculations

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| Building Name and/or Location    | Project Name (description) [1,7] | Electric account # | Utility Application # | Projected Project Completion (month/year) (optional) | kBTU Savings Total | Projected Annual Electricity Savings or Generation (kWh)[2] | Projected Annual Natural Gas Savings (therms)[2] | Projected Annual Oil Savings (gallons)[2] | Projected Annual Propane Savings (Gals)[2,3] | Projected Annual Cost Savings[2] (\$) | Total Project Cost (\$) [4] | GC Grant Funding (\$) [5] | Utility Incentives (\$) [5] |                               |
|----------------------------------|----------------------------------|--------------------|-----------------------|--|--------------------|---|--|---|--|---------------------------------------|-----------------------------|---------------------------|-----------------------------|-------------------------------|
|                                  |                                  |                    |                       |  |                    |   |  |   |  |                                       |                             |                           |                             | Projected Annual Savings (\$) |
| Fire Station                     | Pipe Insulation                  | 6505573004         |                       |  | 17,300             |   | 173  |   |  | \$ 191                                | \$ 2,200                    | \$ 2,200                  | \$ -                        |                               |
| Fire Station                     | Boiler Replacement               | 6505573004         |                       |  | 32,100             |   | 321  |   |  | \$ 354                                | \$ 23,000                   | \$ 22,000                 | \$ 1,000                    |                               |
| Library                          | Pipe Insulation                  | 0288241001         |                       |  | 10,000             |   | 100  |   |  | \$ 110                                | \$ 1,000                    | \$ 1,000                  | \$ -                        |                               |
| Gordon Middle School             | Boiler Replacement               | 6505549008         |                       |  | 363,800            |   | 3,638  |   |  | \$ 4,002                              | \$ 214,000                  | \$ 194,000                | \$ 20,000                   |                               |
| Gordon Middle School             | Combustion Controls              | 6505549008         |                       |  | 252,948            | 3,238   | 2,419  |   |  | \$ 3,180                              | \$ 70,000                   | \$ 70,000                 | \$ -                        |                               |
| Gordon Middle School             | Heating System Upgrade           | 6505549008         |                       |  | 1,040,600          |   | 10,406   |   |  | \$ 11,447                             | \$ 203,000                  | \$ 203,000                | \$ -                        |                               |
| Gordon Middle School             | HW Temperature Reset             | 6505549008         |                       |  | 1,382,600          |   | 13,826   |   |  | \$ 15,208                             | \$ 90,000                   | \$ 90,000                 | \$ -                        |                               |
| Community Center                 | LED lighting improvements        | 8979381003         | 10040375              |  | 110,726            | 32,452  |  |   |  | \$ 6,490                              | \$ 39,407                   | \$ 29,387                 | \$ 10,020                   |                               |
| Water Department                 | LED lighting improvements        | 10040378           |                       |  | 88,357             | 25,896  |  |   |  | \$ 5,179                              | \$ 34,456                   | \$ 24,766                 | \$ 9,690                    |                               |
| Crescent Street Station          | LED lighting improvements        | 3993547008         | 10040380              |  | 76,961             | 22,556  |  |   |  | \$ 4,060                              | \$ 19,160                   | \$ 14,570                 | \$ 4,590                    |                               |
| East Street Station              | LED lighting improvements        | 57568818000        |                       |  | 76,961             | 22,556  |  |   |  | \$ 473                                | \$ 1,669                    | \$ 1,489                  | \$ 180                      |                               |
| Hobson Street Station            | LED lighting improvements        | 10040381           |                       |  | 8,970              | 2,629   |  |   |  | \$ 292                                | \$ 1,120                    | \$ 940                    | \$ 180                      |                               |
| Pond Street Station              | LED lighting improvements        | 0266746007         | 10041967              |  | 4,975              | 1,458   |  |   |  | \$ 501                                | \$ 1,669                    | \$ 1,489                  | \$ 180                      |                               |
| Washington Street Well           | LED lighting improvements        | 8486639009         | 10041970              |  | 9,004              | 2,639   |  |   |  | \$ 343                                | \$ 1,673                    | \$ 1,598                  | \$ 75                       |                               |
| Well #2                          | LED lighting improvements        | 10041972           |                       |  | 6,500              | 1,905   |  |   |  | \$ 18,729                             | \$ 114,362                  | \$ 80,902                 | \$ 33,460                   |                               |
| Central Elementary School        | LED lighting improvements        | 2747659009         | 10041975              |  | 319,524            | 93,647  |  |   |  | \$ 11,416                             | \$ 26,081                   | \$ 19,581                 | \$ 6,500                    |                               |
| Central Elementary School        | Motors & VFDs                    | 8979701005         | 10041981              |  | 194,757            | 57,080  |  |   |  | \$ 6,754                              | \$ 22,098                   | \$ 17,558                 | \$ 4,540                    |                               |
| Fire Department                  | LED lighting improvements        | 6505573004         | 10041976              |  | 115,216            | 33,768  |  |   |  | \$ 65,556                             | \$ 377,228                  | \$ 224,623                | \$ 152,605                  |                               |
| High School                      | LED lighting improvements        | 3797752001         | 9666096               |  | 1,065,131          | 312,172   |  |   |  | \$ 10,411                             | \$ 37,924                   | \$ 28,544                 | \$ 9,380                    |                               |
| Gordon W. Mitchell Middle School | LED lighting improvements        | 0288241001         | 10041978              |  | 480,631            | 140,865   |  |   |  | \$ 25,356                             | \$ 182,204                  | \$ 121,294                | \$ 60,910                   |                               |
| Gordon W. Mitchell Middle School | Motors & VFDs                    | 6505549008         | 9666095               |  | 376,753            | 110,420   |  |   |  | \$ 19,876                             | \$ 50,758                   | \$ 36,108                 | \$ 14,650                   |                               |
| Town Hall/Police Station         | LED lighting improvements        | 4012845004         | 10041980              |  | 31,544             | 9,245   |  |   |  | \$ 1,664                              | \$ 12,516                   | \$ 11,666                 | \$ 850                      |                               |
| High School                      | Commissioning                    |                    |                       |  | 91,747             | 13,337  | 462  |   |  | \$ 26,694                             | \$ 98,000                   | \$ 88,000                 | \$ 1,000                    |                               |
| Town Hall/Police Station         | Motors & VFDs                    | 4012845004         | 10041984              |  | 67,824             | 19,878  |  |   |  | \$ 3,578                              | \$ 22,010                   | \$ 17,010                 | \$ 5,000                    |                               |
| Gordon W. Mitchell Middle School | Transformer replacements         | 6505549008         | 10061994              |  | 69,847             | 20,471  | 2,393  |   |  | \$ 3,685                              | \$ 26,216                   | \$ 21,098                 | \$ 5,118                    |                               |
| Central Elementary School        | Weatherization                   |                    |                       |  | 448,165            | 2,012   | 4,413  |   |  | \$ 4,858                              | \$ 73,792                   | \$ 73,792                 | \$ -                        |                               |
| Council on Aging                 | Weatherization                   |                    |                       |  | 29,191             | 144   | 287  |   |  | \$ 315                                | \$ 5,635                    | \$ 5,635                  | \$ -                        |                               |
| Fire Department                  | Weatherization                   |                    |                       |  | 12,221             | 739   | 97   |   |  | \$ 1,537                              | \$ 30,676                   | \$ 30,676                 | \$ -                        |                               |
| High School                      | Weatherization                   |                    |                       |  | 514,785            | 2,604   | 5,059  |   |  | \$ 5,610                              | \$ 74,177                   | \$ 74,177                 | \$ -                        |                               |
| Public Library                   | Weatherization                   |                    |                       |  | 213,415            | 1,001   | 2,100  |   |  | \$ 2,304                              | \$ 25,387                   | \$ 25,387                 | \$ -                        |                               |
| Gordon W. Mitchell Middle School | Weatherization                   |                    |                       |  | 951,264            | 4,708   | 9,352  |   |  | \$ 10,201                             | \$ 166,458                  | \$ 166,458                | \$ -                        |                               |
| Police Station & Town Hall       | Weatherization                   |                    |                       |  | 457,483            | 3,219   | 4,465  |   |  | \$ 5,094                              | \$ 97,103                   | \$ 97,103                 | \$ -                        |                               |
| DPW - Highway - Water Department | Weatherization                   |                    |                       |  | 82,430             | 419   | 810  |   |  | \$ 892                                | \$ 16,417                   | \$ 16,417                 | \$ -                        |                               |
| Crescent Street Station          | Weatherization                   |                    |                       |  | 19,702             | 147   | 192  |   |  | \$ 218                                | \$ 3,739                    | \$ 3,739                  | \$ -                        |                               |
| East Street Station              | Weatherization                   |                    |                       |  | 19,447             | 131   | 190  |   |  | \$ 190                                | \$ 3,739                    | \$ 3,739                  | \$ -                        |                               |
| Highway Department Front Barn    | Weatherization                   |                    |                       |  | 31,036             | 157   | 305  |   |  | \$ 355                                | \$ 8,000                    | \$ 8,000                  | \$ -                        |                               |
| Highway Department Rear Barn     | Weatherization                   |                    |                       |  | 21,168             | 108   | 208  |   |  | \$ 229                                | \$ 5,018                    | \$ 5,018                  | \$ -                        |                               |
| <b>East Bridgewater</b>          |                                  |                    |                       |  |                    |   |  |   |  |                                       | \$ 283,994                  | \$ 2,290,052              | \$ 1,905,545                | \$ 384,507                    |
| N/A                              |                                  |                    |                       |  | 10,025,112         | 1,144,042   | 61,216   |   |  |                                       |                             |                           |                             |                               |



December 28, 2020

Mr. Brian Kiely, Facilities Manager  
Town of East Bridgewater Public Works Department  
100 Willow Street  
East Bridgewater, MA 02333

Subject: *Central Elementary School A.R.P. Roof Project*  
*OPM Recommendation on General Bid Award*  
*Titan Roofing, Inc.*

Dear Brian,

PMA, acting as OPM for the Town of East Bridgewater on the above referenced project, has reviewed the general bids received on December 18, and is writing to recommend award of the general contract to **Titan Roofing, Incorporated** as the low, responsible bidder.

I have attached a tabulation of the bid results. There were four bids submitted by General Contractors, all submitting prices lower than the estimate cost for the work. PMA's review concluded that all bids met Massachusetts public procurement laws for acceptability.

The Town had voted to fund the Total Project Budget at a value of \$2,222,224, which contained a value of \$1,795,675 for construction. Titan's price for the base scope was \$1,286,300, and their price for Alternate 1, the partial repointing of the building's brick, was \$150,000, a combined price of \$1,436,300. This bid represents a savings of \$359,375 from the funded budget and was lower than the next bid by \$112,200 for the same scope.

Please let me know if you have questions with this recommendation. I anticipate that this matter will require authorization by the Board of Selectmen, and I will make myself available if you wish me to be present at the meeting.

Upon decision by the Board for the Town to make an award, the Town should then send a Notice to Proceed letter and Owner-Contractor agreement to the successful bidder for execution. I will forward separately draft documents for your review and use.

This is a great outcome for the Town's procurement effort.

Sincerely,

Tony Oliva  
PMA Project Manager

Enclosure(s)

cc: FILE 04369, C. Carroll  
John Shea, EB School Business Administrator

---

**From:** Brian Kiely <BKieily@eastbridgewaterma.gov>  
**Sent:** Monday, December 28, 2020 7:48 PM  
**To:** Brian Noble <bnoble@eastbridgewaterma.gov>  
**Subject:** Fwd: East Bridgewater Central School Roof - Award Recommendation

Attachments

Brian Kiely  
Facilities Manager - DPW  
East Bridgewater

Begin forwarded message:

**From:** Tony Oliva <toliva@pmaconsultants.com>  
**Date:** December 28, 2020 at 3:14:34 PM EST  
**To:** Brian Kiely <BKieily@eastbridgewaterma.gov>, John Shea <jshea@ebps.net>  
**Cc:** Chris Carroll <ccarroll@pmaconsultants.com>, "Larry Trim (ltrim@kba-architects.com)" <ltrim@kba-architects.com>  
**Subject:** East Bridgewater Central School Roof - Award Recommendation

Brian and John,

Please find attached PMA's recommendation to award letter, along with copies of the low bid documents from Titan Roofing. Please let me know when the Town's action to accept the recommendation is coming (if you want me to attend a meeting, I can do so).

The project is off on a good foot.

Regards, and Happy New Year,  
**Tony Oliva**  
**PMA Consultants**  
35 Braintree Hill Office Park #300  
Braintree, MA 02184  
p: 781.519.1087 | c: 617.212.9304

[www.pmaconsultants.com](http://www.pmaconsultants.com)



# TITAN ROOFING, INC.

200 Tapley Street, Springfield, MA 01104-2827

Main office phone (413) 536-1624  
Main office fax (413) 533-2560  
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE  
Commonwealth of Massachusetts  
State of New York

COLBY C. BAKER  
Project Manager

## Work Experience

- **Titan Roofing, Inc. – December 2004 – Present**  
Project Manager in Quincy, MA. Responsibilities include scheduling and dispatching a workforce of men daily. Coordination with other trades and managing sub-contractors. Purchasing materials and value engineering projects. Working with owners, architects, and engineers on roofing projects. Closing out jobs.
- **Enfield Enterprises, Inc. – June 2001 – September 2004**  
Construction Supervisor in Enfield, CT. Responsibilities include oversight of subcontractors and laborers on the project. Worked with Project Manager on coordination with subcontractors and scheduling.

## Completed Projects

Regency Park Condominiums – Brookline, MA  
Revere Police and Fire Stations – Revere, MA  
101 Merrimac Street – Boston, MA  
Harvard LISE – Cambridge, MA  
Phillip Morris USA – Richmond, VA  
UMASS Wheatley Hall – Boston, MA  
UMASS Clark Pool – Boston, MA  
Happy Hollow School – Wayland, MA  
Suffolk University Fenton Building – Boston, MA  
Cathedral High School – Boston, MA  
Fanning Elementary School – Worcester, MA

## Projects In Progress

Channel Center – Boston, MA  
Abigail Adams School – Weymouth, MA  
Bridgewater State College Boyden Hall – Bridgewater, MA  
BJ's Wholesale – Revere, MA  
Simmons College Fens Dining – Boston, MA  
Hyannis Water Pollution Control Facility – Hyannis, MA

## Education

Pioneer Valley Regional High School – Northfield, MA 1996-2000  
UMASS Amherst – BS in Civil Engineering 2000-2004

165 Harding Street  
Worcester, MA 01604  
Phone 508-755-0487  
Fax 508-756-8609

115 Old Colony Avenue  
Quincy, MA 02170  
Phone 617-773-7660  
Fax 617-773-7727

32 Railroad Avenue  
Albany, NY 12205  
Phone 518-235-1707  
Fax 518-235-1753

7756 State Route 5, Rear Building  
Clinton, NY 13323  
Phone 315-381-3089  
Fax 315-381-3327

110 Whitney Avenue  
New Haven, CT 06510  
Phone 203-776-7663  
Fax 203-776-7667





DIVISION OF  
CAPITAL ASSET  
MANAGEMENT &  
MAINTENANCE

# The Office of Access & Opportunity

## Contractor Certification Office

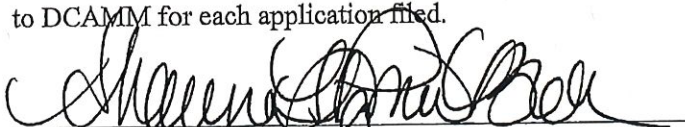
### AUTHORIZED SIGNATORY LISTING

**INSTRUCTIONS:** Any company applying for a Certificate of Eligibility with the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance ("DCAMM") must provide a listing of individuals who are authorized as legal representatives of the company who can sign contracts, applications and other legally binding documents on the company's behalf.

| AUTHORIZED SIGNATORY NAME | TITLE     |
|---------------------------|-----------|
| Fred Pazmino              | President |
| Shawna Pazmino-Brook      | Treasurer |
|                           |           |
|                           |           |
|                           |           |

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for Titan Roofing, Inc. and as an authorized officer of the company

I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts, applications and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the company. I understand and agree that the company has a duty to ensure that this listing is updated and communicated to DCAMM for each application filed.

  
Signature

Date: August 21, 2020

Title: Treasurer

Telephone: 413-536-1624

Fax: 413-533-2560

Email: mail@titanroofing.com

FORM FOR GENERAL BID

**To the Awarding Authority:**

A. The Undersigned proposes to furnish all labor and materials required for ARP Roof Replacement at Central Elementary School for the Town of East Bridgewater in East Bridgewater, MA in accordance with the accompanying plans and specifications prepared by Kaestle Boos Associates, Inc. Architects for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered ,1,2,3

C. The proposed contract price is one million two hundred eighty-six thousand three hundred dollar \$1,286,300.00

For Alternate No. 1 (Add 0.00 for No Change) Add \$150,000.00 Subtract \$0.00

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2.  
**\$1,207,850.00**

**Item 2. Sub-bids as follows:**

| Sub-Trade | Name of Filed Sub-bidder       | Sub-bid Amount | Bond Required |
|-----------|--------------------------------|----------------|---------------|
| 04 00 01  | Chapman Waterproofing Company  | 31,250.00      | Yes           |
| 22 00 01  | Araujo Bros Plumbing & Heating | 25,000.00      | Yes           |
| 23 00 00  | Division 15 HVAC               | 22,200.00      | Yes           |

Total of Item 2. ....\$78,450.00

**FORM FOR GENERAL BID**

For Unit Price No. 1 Add \$ 13.00 per square foot

For Unit Price No. 2 Add \$ 9.50 per linear foot

For Unit Price No. 3 Add \$ Ø per square foot

The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

- E. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date December 18, 2020

**Titan Roofing, Inc.**

(Name of General Bidder)

B 

(Signature)

**Shawna Pazmino-Brook, Treasurer**

(Name of Person Signing Bid and Title)

**200 Tapley Street**

(Business Address)

**Springfield, MA 01104**

(City and State)

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS, that we**  
 Titan Roofing Inc. (Here insert full name and address or legal title of Contractor)  
 200 Tapley Street, Springfield, Massachusetts 01104  
 as Principal, hereinafter called the Principal, and  
 Great American Insurance Company (Here insert full name and address or legal title of Surety)  
 1099 Hingham Street, Suite 140, Rockland, Massachusetts 02370  
 a corporation duly organized under the laws of the State of Ohio  
 as Surety, hereinafter called the Surety, are held and firmly bound unto  
 Town of East Bridgewater, East Bridgewater Public Schools (Here insert full name and address or legal title of Owner)  
 143 Plymouth Street, East Bridgewater, Massachusetts 02333  
 as Obligee, hereinafter called the Obligee, in the sum of

5% of Bid Amount Dollars ( \$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)  
 ARP Roof Replacement - Central Elementary School

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of December, 2020

*Mayoune P. Bagley*  
 (Witness)

Titan Roofing Inc.  
*Shawna L. Pazmino Brook* (Principal) (Seal)

Shawna L. Pazmino Brook, Treasurer  
 Great American Insurance Company (Seal)

*Sara L. Clapp*  
 (Witness)

*Ellen J. Young* (Surety) (Seal)  
 Ellen J. Young (Title) Attorney-In-Fact

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 21454

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name                | Address    | Limit of Power |
|---------------------|------------|----------------|
| FRANK J. SMITH      | ALL OF     | ALL            |
| ELLEN J. YOUNG      | NATICK, MA | \$100,000,000  |
| DONNA M. ROBIE      |            |                |
| TARA L. CLIFFORD    |            |                |
| CHRISTINA D. HICKEY |            |                |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JUNE 2020



*Atty L C B*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of JUNE, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of December, 2020



*Atty L C B*

Assistant Secretary



*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*  
 One Ashburton Place  
 Boston, Massachusetts 02108

Tel: (857) 204-1305

Fax: (617) 727-8284

Email: Certification.DCamm@mass.gov

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

MICHAEL J. HEFFERNAN  
SECRETARY  
ADMINISTRATION & FINANCE  
CAROL W. GLADSTONE  
COMMISSIONER

Prime  
 Certificate of Contractor Eligibility  
 CONTRACTOR IDENTIFICATION NUMBER: 0100

This Certificate Shall be Used for Submitting Prime Bids Only.

1. **CERTIFICATION PERIOD:** This Certificate is valid from December 7, 2020 to December 6, 2021\*
2. **CONTRACTOR'S NAME:** Titan Roofing, Inc.
3. **CONTRACTOR'S ADDRESS:** 200 Tapley Street  
Springfield, MA 01104
4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following Categories of Work:

Historical Roofing, Roofing, Waterproofing

5. **EVALUATIONS:**
- |                                    |    |
|------------------------------------|----|
| Number of Projects Evaluated:      | 29 |
| Average Project Evaluation Rating: | 94 |
| Number of Projects Below Passing:  | 0  |
6. **PROJECT LIMITS:**
- |                                      |               |
|--------------------------------------|---------------|
| Single Project Limit (SPL):          | \$12,628,000  |
| Aggregate Work Limit (AWL):          | \$100,000,000 |
| General Building Construction Limit: | N/A           |

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** MBE

Carol W. Gladstone, Commissioner

12/7/2020  
Approval Date

**\* NOTICE TO CONTRACTORS:** *If this contractor becomes uncertified for any reason this Certificate will immediately become void. Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above.*

Reviewer's Initials: KT

G  
**SPECIAL NOTICE TO AWARDING AUTHORITY**  
**BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND**  
**ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)**

EFFECTIVE MARCH 30, 2010

**Commonwealth of Massachusetts**  
**Division of Capital Asset Management**  
**PRIME/GENERAL CONTRACTOR**  
**UPDATE STATEMENT**

**TO ALL BIDDERS AND AWARDING AUTHORITIES**

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

***Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.***

**AWARDING AUTHORITIES**

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to perform the work on the project, it must reject the bid.

---

**BIDDER'S AFFIDAVIT**

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

December 18, 2020  
Bid Date

Titan Roofing, Inc  
Print Name of Prime/General Contractor

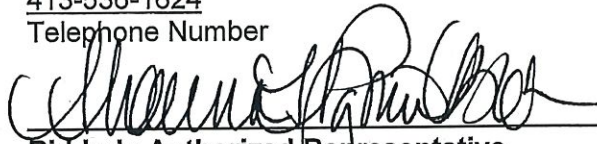
Central School ARP  
Roof Replacement  
Bid No.:

200 Tapley Street, Springfield, MA 01104  
Business Address

Town of East Bridgewater  
Awarding Authority

413-536-1624  
Telephone Number

**SIGNATURE ⇒**

  
Bidder's Authorized Representative  
Shawna Pazmino-Brook, Treasurer



SECTION 00 42 01

NON-COLLUSION AFFIDAVIT

State of: Massachusetts

County of: Hampden

Being first duly sworn deposes and says that:

- A. He/She is Treasurer of Titan Roofing, Inc., the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- C. Such Bid is genuine and is not a collusive or sham Bid;
- D. Neither the said Bidder nor any of its officers, partners, agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its officers, partners, agents, representatives, employees or parties of interest, including this affidavit.

*Shawna Pazmino-Brook*

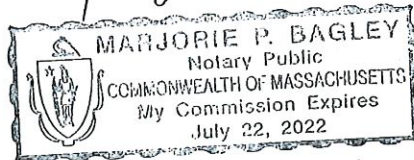
Signature

Shawna Pazmino-Brook, Treasurer

Title

Subscribed and sworn to before me, this 18th day of December, 2020.

My Commission Expires Marjorie P. Bagley



SECTION 00 42 02

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the Titan Roofing, Inc.  
(name of corporation)

held on August 12, 2005 at which all the Directors were present or waived notice, it was voted that  
(date)

Shawna Pazmino-Brook, Treasurer of this company be and hereby is authorized to execute  
(name and officer)

Contracts and Bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and  
such execution of any contract or bond of obligation in this Company's name on its behalf of such

Treasurer under seal of the company shall be valid and binding upon this company.  
(officer)

A TRUE COPY,

ATTEST: L. Shech

PLACE OF BUSINESS: 200 Tapley Street, Springfield, MA 01104

DATE: December 18, 2020

I hereby certify that I am the Assistant Secretary of the Titan Roofing, Inc.  
(Title) (Name of Corporation)

that Shawna Pazmino-Brook is the duly elected Treasurer  
(Name of Officer) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and  
effect as of the date of this contract.

Signature: L. Shech CORPORATE SEAL

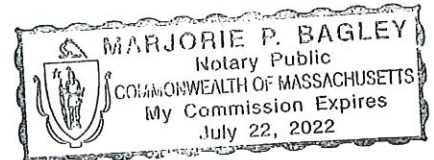
Name/Title: Leon Shevchek, Assistant Secretary

Date: December 18, 2020

Then personally appeared the above named and acknowledged the foregoing instrument to be his/her free  
act and deed before me.

Notary Public: Marjorie P. Bagley

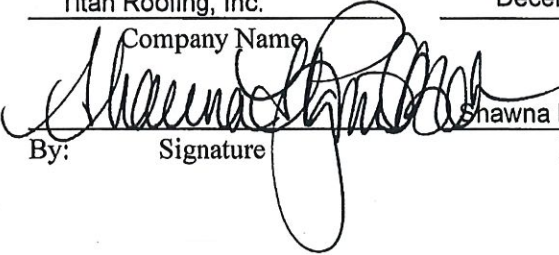
My commission expires: \_\_\_\_\_



SECTION 00 42 03

CERTIFICATION OF GOOD FAITH

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

|   |              |                             |                  |
|---|--------------|-----------------------------|------------------|
| <u>Titan Roofing, Inc.</u>  |              | <u>December 18, 2020</u>    |                  |
|   | Company Name | Date                        |                  |
|  |              | <u>Shawna Pazmino-Brook</u> | <u>Treasurer</u> |
| By:   | Signature    | Print Name                  | Title            |

SECTION 00 42 04

CERTIFICATION OF PAYMENT OF STATE TAXES

Legislation enacted by the Commonwealth of Massachusetts effective July 1, 1983, requires that the attestation below is signed:

Pursuant to M.G.L. Ch 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

If an Individual:

Social Security Number \_\_\_\_\_

If a Corporation:

Federal Tax ID Number 04-2630303



Signature

Shawna Pazmino-Brook

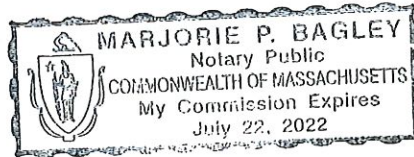
Printed

Treasurer

Title

Subscribed and sworn to before me, this 18th day of December, 2020.

My Commission Expires Marjorie P. Bagley




SECTION 00 42 05

STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that, Titan Roofing, Inc. to the best of my knowledge and belief, has  
(Name of bidder)

complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

|   |                             |                   |
|---|-----------------------------|-------------------|
| <u>Titan Roofing, Inc.</u>  | <u>December 18, 2020</u>    | <u>04-2630303</u> |
| Company Name  | Date                        | Federal ID#       |
|  | <u>Shawna Pazmino-Brook</u> | <u>Treasurer</u>  |
| By: Signature   | Print Name                  | Title             |

Approval of a contract or other agreement shall not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

SECTION 00 73 43

CONTRACTOR'S CERTIFICATION REGARDING  
PAYMENT OF PREVAILING WAGES

In accordance with the requirements of G.L.c.149, §27B, the Contractor shall submit, and shall require all of its sub-contractors required to keep a record of hours and wages paid to laborers employed on the project to submit to the awarding authority, on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the Contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

Current Prevailing Rates as published by the Massachusetts Department of Labor Standards are presented here.

DATED: 12/18/2020 CONTRACTOR: Titan Roofing, Inc.

BY: 

NAME: Shawna Pazmino-Brook

TITLE: Treasurer

|                         |                              | base bid        | alternate 1   | addenda 1-3 acknowledged? | subbids listed? | bid bond included? | DCAMM Certificate of Eligibility | WBE or MBE Certification? | DCAMM Update Certificate | non-collusion affidavit | certificate of authority | certification of good faith | state tax payment certification | statement of tax compliance | certification of payment of prevailing wages | 1 - Completed Projects | 2 - Current Projects | 3 - Project Performance | 4 - Legal Proceedings | 5 - Supervisory Personnel | 6 - Changes in Organization | 7 - Completed DCAMM Projects | wood decking replacement (per s.f.) | blocking replacement (per l.f.) | replacement of gyp deck | single project limit | aggregate limit |
|-------------------------|------------------------------|-----------------|---------------|---------------------------|-----------------|--------------------|----------------------------------|---------------------------|--------------------------|-------------------------|--------------------------|-----------------------------|---------------------------------|-----------------------------|--|------------------------|----------------------|-------------------------|-----------------------|---------------------------|-----------------------------|------------------------------|-------------------------------------|---------------------------------|-------------------------|----------------------|-----------------|
| <b>GENERAL BIDDERS</b>  |                              |                 |               |                           |                 |                    |                                  |                           |                          |                         |                          |                             |                                 |                             |  |                        |                      |                         |                       |                           |                             |                              |                                     |                                 |                         |                      |                 |
| <b>Project Estimate</b> |                              |                 |               |                           |                 |                    |                                  |                           |                          |                         |                          |                             |                                 |                             |  |                        |                      |                         |                       |                           |                             |                              |                                     |                                 |                         |                      |                 |
| 1                       | Titan Roofing Inc.           | \$ 1,698,545.00 | \$ 150,300.00 | x                         | x               | x                  | x                                | MBE                       | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           | x                            | \$ 13.00                            | \$ 9.50                         | not offered             | \$ 12,628,000        | \$ 100,000,000  |
| 2                       | Capeway Roofing Systems      | \$ 1,286,300.00 | \$ 150,000.00 | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           | x                            | \$ 8.00                             | \$ 5.00                         | \$ 30.00                | \$ 3,951,000         | \$ 15,000,000   |
| 3                       | Stanley Roofing              | \$ 1,412,400.00 | \$ 136,100.00 | x                         | x               | x                  | x                                | VBE                       | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           | x                            | \$ 12.00                            | \$ 5.00                         | not offered             | \$ 5,687,000         | \$ 28,899,000   |
| 4                       | Greenwood Industries         | \$ 1,507,900.00 | \$ 159,237.00 | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           | x                            | \$ 27.00                            | \$ 7.00                         | \$ 30.00                | \$ 10,318,000        | \$ 100,000,000  |
| 5                       | Gibson Roofs Inc             | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 6                       | SRG Roofing                  | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 7                       | Reliable Roofing & Sheet Mtl | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 8                       | Corolla Roofing Co. Inc.     | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 9                       | Commencal Roofing            | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 10                      | Rockwell Roofing             | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 11                      | Silktown Roofing             | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 12                      | Crocker Arch. Sheet Metal    | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 13                      | L&L Contracting              | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |
| 14                      | WPI Construction             | no bid          |               | x                         | x               | x                  | x                                |                           | x                        | x                       | x                        | x                           | x                               | x                           | x  | x                      | x                    | x                       | x                     | x                         | x                           |                              |                                     |                                 |                         |                      |                 |



# TITAN ROOFING, INC.

200 Tapley Street, Springfield, MA 01104-2827

Main office phone (413) 536-1624  
Main office fax (413) 533-2560  
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE  
Commonwealth of Massachusetts  
State of New York

An Affirmative Action/Equal Opportunity Employer

## OSHA VIOLATION(S) IN THE LAST FIVE YEARS

**Inspection: #1494041.015**

**9/23/20**

**Violation Type: OPEN**

**Cited for: To Be Determined**

**Penalties: N/A**

**Description:** A 3<sup>rd</sup> party crane operator and company was hoisting 4'x4' insulation onto the William J. Day Police Station in South Boston M.A. when the load separated causing the four bundles of insulation to fall to the roof level. The bundle struck an employee and he was hospitalized overnight before being released.

### **Corrective Actions:**

- 1.) Titan Roofing, Inc. wrote a letter to our manufacturers, employees, and warehouses to pre-wrap 4'x4' insulation as if it were 4'x8' insulation which increases the safety of the hoist.
- 2.) No hoisting of 8 bundles of insulation at one time (was not part of this incident but through investigation with other roofing companies they had issues with this)
- 3.) Hoist individual 4'x4' bundles of insulation in a choker pick if we must hoist individually.
- 4.) Titan Roofing, Inc. issued cinch straps to all Foreman and Crane Operators which can be used to cinch together (2) 4'x4' bundles for a increased safety hoist.

165 Harding Street  
Worcester, MA 01604  
Phone 508-755-0487  
Fax 508-756-8609

115 Old Colony Avenue  
Quincy, MA 02170  
Phone 617-773-7660  
Fax 617-773-7727

32 Railroad Avenue  
Albany, NY 12205  
Phone 518-235-1707  
Fax 518-235-1753

7756 State Route 5, Rear Building  
Clinton, NY 13323  
Phone 315-381-3089  
Fax 315-381-3327

110 Whitney Avenue  
New Haven, CT 06510  
Phone 203-776-7663  
Fax 203-776-7667





# TITAN ROOFING, INC.

200 Tapley Street, Springfield, MA 01104-2827

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Main office fax (413) 533-2560  
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE  
Commonwealth of Massachusetts  
State of New York

An Affirmative Action/Equal Opportunity Employer

Continued

**Inspection: #1468400.015**

**3/10/20**

**Violation Type: Serious**

**Current Violation Status: Deleted**

**Cited for: Fall Protection (Safety Monitoring)**

**Penalties: \$ 0.00**

**Description:** Employees in the sheet metal department were safety monitoring but were doing so from a different level which is a technical violation of OSHA standards. However, the case was deleted as OSHA determined the case was employee misconduct related.

**Corrective Actions:** Employees were re-trained on proper fall protection, received a written warning for violation of Titan and OSHA regulations, and Titan management has increased its presence on jobs during the "clean-off".

**Inspection: #1315658.015**

**5/11/18**

**Violation Type: Serious**

**Violation: Deleted**

**Cited for: Fall Protection**

**Penalties: 0.00**

**Description:** A Titan Roofing, Inc. sheet metal employee was properly tied off while on a low sloped roof completing perimeter edge metal work. The employee got hot and walked to the back wall as far from the perimeter edge as possible to remove his sweatshirt. The employee had another employee stop working and watch as the "safety monitor" as the roof was less than 50' in width. The employee was trained and Titan employees were following the standard therefore there was no violation.

**Corrective Actions:** Titan Roofing, Inc. created a Safety and Health Management System which outlines the roles, responsibilities, policies, procedures, and training. We utilize this tool in our on-boarding of new employees.

165 Harding Street  
Worcester, MA 01604  
Phone 508-755-0487  
Fax 508-756-8609

115 Old Colony Avenue  
Quincy, MA 02170  
Phone 617-773-7660  
Fax 617-773-7727

32 Railroad Avenue  
Albany, NY 12205  
Phone 518-235-1707  
Fax 518-235-1753

7756 State Route 5, Rear Building  
Clinton, NY 13323  
Phone 315-381-3089  
Fax 315-381-3327

110 Whitney Avenue  
New Haven, CT 06510  
Phone 203-776-7663  
Fax 203-776-7667



# TITAN ROOFING, INC.

200 Tapley Street, Springfield, MA 01104-2827

Main office phone (413) 536-1624  
Main office fax (413) 533-2560  
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE  
Commonwealth of Massachusetts  
State of New York

An Affirmative Action/Equal Opportunity Employer

Continued

**Inspection: #1314184.015**

**4/2018**

**Violation Type: Other than Serious**

**Cited for: Secondary Container Not Labeled**

**Penalties: \$500**

**Description:** Titan Roofing, Inc. had one labeled Olybond bag on the main roof at the Wynn Casino which was out of its original packaging and did not have a secondary GHS label attached.

Titan Roofing, Inc. previously were aware that the manufactures cardboard packaging did not hold up well in outdoor weather conditions. The weather conditions cause the "labeled" box to fall apart which leaves a internal plastic bladder "labeled."

Titan Roofing, Inc. aware of this had in place a procedure (purchased blank stickers) and were "labeling" with the expense on us (labor/materials).

Titan Roofing, Inc. wrote a letter as this is a problem across the industry and the manufacturers have changed their process and now label the both the internal/external of the product.

### **Corrective Actions:**

- 1.) Titan Roofing, Inc. has re-trained all employees on proper labeling per the GHS standard. (GHS Secondary Label Sticker Re-Labeling System, GHS Training)
- 2.) Titan Roofing, Inc. set up and started a safety committee team in an effort to increase employee input and culture regarding safety in the workplace.
- 3.) Titan Roofing, Inc. hired 3<sup>rd</sup> party consultant (Quality Risk Solutions) to review our GHS Program.
- 3.) Titan Roofing, Inc. wrote a letter and was successful in having the manufacturer label the internal plastic bladder (worldwide).

165 Harding Street  
Worcester, MA 01604  
Phone 508-755-0487  
Fax 508-756-8609

115 Old Colony Avenue  
Quincy, MA 02170  
Phone 617-773-7660  
Fax 617-773-7727

32 Railroad Avenue  
Albany, NY 12205  
Phone 518-235-1707  
Fax 518-235-1753

7756 State Route 5, Rear Building  
Clinton, NY 13323  
Phone 315-381-3089  
Fax 315-381-3327

110 Whitney Avenue  
New Haven, CT 06510  
Phone 203-776-7663  
Fax 203-776-7667

# INSTRUCTIONS

## INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime/General Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: [www.mass.gov/dcam](http://www.mass.gov/dcam).
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

## INSTRUCTIONS TO AWARDING AUTHORITIES

### *Determination of Bidder Qualifications*

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. **Remember:** this information was not available to the Division of Capital Asset Management at the time of certification.
- The bidder's performance on the projected listed in Parts 1 and 2 must be part of your review. Contact the project references.
- **AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.**

### *Bidding Limits*

**Single Project Limit:** The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

**Aggregate Work Limit:** The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's

Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

- Step 1** Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).
- Step 2** Determine the annual dollar value of the work to be performed on your project. This is done as follows:
- (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.
  - (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.
- Step 3** Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

### *Correction of Errors and Omissions in Update Statements*

**Matters of Form:** An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

**Correction of Other Defects:** An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

**PART 1 - COMPLETED PROJECTS**  
 LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION\*.

| PROJECT TITLE & LOCATION                     | WORK CATEGORY | CONTRACT PRICE | START DATE | DATE COMPLETED |
|--|---------------|----------------|------------|----------------|
| Olympic Sports Complex, Lake Placid, NY      | Roofing       | \$1,030,168    | 12/2019    | 12/2020        |
| Hannibal CSD, 3 Location, Hannibal, NY       | Roofing       | \$5,128,891    | 6/2019     | 11/2020        |
| Southington WPP, Plantsville, CT             | Roofing       | \$1,355,788    | 4/2019     | 9/2020         |
| State Police Barracks, S. Boston, MA         | Roofing       | \$181,000      | 9/2020     | 11/2020        |
| 131 Dartmouth St., Ph.2, Boston, MA          | Roofing       | \$3,219,362    | 6/2020     | 11/2020        |
| Taunton Alternative High School, Taunton, MA | Roofing       | \$893,000      | 7/2020     | 11/2020        |
| Parmenter School, Arlington, MA              | Roofing       | \$150,053      | 8/2020     | 10/2020        |
| MA College of Art, Boston, MA                | Roofing       | \$194,685      | 4/2020     | 10/2020        |
| Johnson & Johnson, Raynham, MA               | Roofing       | \$791,952      | 4/2020     | 8/2020         |

Attach additional sheets if necessary

\* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

**PART 1 - COMPLETED PROJECTS**

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION\*.

| PROJECT TITLE & LOCATION | WORK CATEGORY | CONTRACT PRICE | START DATE | DATE COMPLETED |
|--------------------------|---------------|----------------|------------|----------------|
| YWCA, Worcester, MA      | Roofing       | \$160,818      | 2/2020     | 10/2020        |
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Attach additional sheets if necessary

\* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE                                   | COMPANY NAME                  | CONTACT PERSON      | TELEPHONE    |
|---|-------------------------------|---------------------|--------------|
| Olympic Sports Complex,<br>Lake Placid, NY      | The Pike Company              | Jason Bruhn         | 518-371-5900 |
| Hannibal CSD, 3 Location,<br>Hannibal, NY       | LeChase Construction Services | Greg LeVan          | 585-254-3510 |
| Southington WPP, Plantsville,<br>CT             | Carlin Contracting Company    | Bruce Miller        | 860-443-8337 |
| State Police Barracks, S.<br>Boston, MA         | MA State Police               | Paul Hession        | 508-820-2650 |
| 131 Dartmouth St., Ph.2,<br>Boston, MA          | Newmark, Knight Frank Mgt     | Jason Richardson    | 617-967-2271 |
| Taunton Alternative High<br>School, Taunton, MA | NETCO Management              | Tom Kondel          | 781-863-6270 |
| Parmenter School, Arlington,<br>MA              | Town of Arlington, MA         | Domenic Lanzillotti | 781-316-3010 |
| MA College of Art, Boston,<br>MA                | Ameresco                      | Peter Christakis    | 508-661-2270 |
| Johnson & Johnson, Raynham,<br>MA               | Gilbane Building Co.          | John Brosnan        | 617-478-3300 |

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?  YES  NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  YES  NO  
If you have answered YES to either question, explain. \_\_\_\_\_

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE       | COMPANY NAME              | CONTACT PERSON | TELEPHONE    |
|---------------------|---------------------------|----------------|--------------|
| YWCA, Worcester, MA | Consigli Construction Co. | Pannha Chung   | 508-473-2580 |
|                     |                           |                |              |
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Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?  YES  NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  YES  NO  
 If you have answered YES to either question, explain. \_\_\_\_\_

**PART 2 - CURRENTLY HELD CONTRACTS**  
 LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

| 1   | 2             | 3                   | 4                      | 5              | 6              | 7   | 8                                       | 9  |
|---|---------------|---------------------|------------------------|----------------|----------------|---|---|--|
| PROJECT TITLE & LOCATION                                    | WORK CATEGORY | START AND END DATES | ON SCHEDULE (yes / no) | CONTRACT PRICE | % NOT COMPLETE | \$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6) | NO. OF YEARS REMAINING (see note below) | ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by) |
| UMASS Boston Qual Dev.                                      | Roofing       | 10/2020-10/2021     | Yes                    | \$164,000      | 100            | \$164,000                                       | 1                                       | \$164,000  |
| Velco New Haven Ops, New Haven, VT                          | Roofing       | 9/2021-10/2021      | Yes                    | \$390,271      | 100            | \$390,271                                       | 1                                       | \$390,271  |
| General Dynamics Mission System, OPS1, Pittsfield, MA       | Roofing       | 4/2021-8/2021       | Yes                    | \$1,690,000    | 100            | \$1,690,000                                     | 1                                       | \$1,690,000  |
| Quinn Administration Bldg. UMASS Boston                     | Roofing       | 10/2020-1/2021      | Yes                    | \$1,465,101    | 17             | \$1,216,330                                     | 1                                       | \$1,216,330  |
| MIT Bldg 7, Cambridge, MA                                   | Roofing       | 11/2020-3/2021      | Yes                    | \$450,340      | 56             | \$250,517                                       | 1                                       | \$250,517  |
| Fine Arts Bridge, UMASS Amherst, MA                         | Roofing       | 5/2020-5/2021       | Yes                    | \$926,055      | 75             | \$692,908                                       | 1                                       | \$692,908  |
| MA State House Water Infiltration Project, Boston, MA       | Roofing       | 3/2021-5/2021       | Yes                    | \$386,500      | 100            | \$386,500                                       | 1                                       | \$386,500  |
| Logan Airport Terminal C to B Connector                     | Roofing       | 6/2020-4/2021       | Yes                    | \$2,741,312    | 93             | \$2,556,712                                     | 1                                       | \$2,556,712  |
| Dartmouth College Irving Engineering Institute, Hanover, NH | Roofing       | 8/2020-8/2021       | Yes                    | \$1,730,000    | 98             | \$1,690,750                                     | 1                                       | \$1,690,750  |
| 1079-1089 Commonwealth Ave., Boston, MA                     | Roofing       | 6/2020-6/2021       | Yes                    | \$3,655,473    | 33             | \$1,208,510                                     | 1                                       | \$1,208,510  |

**Column 8** • If less than one year is left in the project schedule, write 1.  
 • If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).



**PART 2 - CURRENTLY HELD CONTRACTS**  
 LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER  
 CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

| 1                           | 2                | 3                         | 4                            | 5                 | 6                 | 7  | 8   | 9   |
|-----------------------------|------------------|---------------------------|------------------------------|-------------------|-------------------|--|---|---|
| PROJECT TITLE &<br>LOCATION | WORK<br>CATEGORY | START<br>AND END<br>DATES | ON<br>SCHEDULE<br>(yes / no) | CONTRACT<br>PRICE | % NOT<br>COMPLETE | \$ VALUE OF<br>WORK NOT<br>COMPLETE<br>(col. 5 X col. 6) | NO. OF<br>YEARS<br>REMAINING<br>(see note<br>below) | ANNUALIZED<br>VALUE OF<br>INCOMPLETE<br>WORK<br>(col. 7 ÷ col. 8)<br>(divided by) |
|                             |                  |                           |                              |                   |                   |  |   |   |
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**Column 8** • If less than one year is left in the project schedule, write 1.  
 • If more than 12 months are left in the project schedule, divide the number of months left  
 in the project schedule by 12 (calculate to three decimal places).

**PART 2 - CURRENTLY HELD CONTRACTS**  
 PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE   | COMPANY NAME                     | CONTACT PERSON  | TELEPHONE    |
|---|----------------------------------|-----------------|--------------|
| UMASS Boston Qual Dev.                                      | Gilbane Building Company         |                 | 617-478-3300 |
| Velco New Haven Ops, New Haven, VT                          | Naylor & Breen Builders          | Mike Crans      | 802-247-6527 |
| General Dynamics Mission System, OPS1, Pittsfield, MA       | General Dynamics Mission Systems | Dana Anderson   | 413-449-7388 |
| Quinn Administration Bldg. UMASS Boston                     | UMASS Boston                     | Joe Corkery     | 617-285-5985 |
| MIT Bldg 7, Cambridge, MA                                   | Tishman Construction             | Brian Wolfe     | 617-731-4544 |
| Fine Arts Bridge, UMASS Amherst, MA                         | D.A. Sullivan                    | Dan Steele      | 413-584-0310 |
| MA State House Water Infiltration Project, Boston, MA       | G.V.W. Inc.                      | Scott Hamernick | 617-567-6000 |
| Logan Airport Terminal C to B Connector                     | Suffolk Construction Co.         | Paul Fiore      | 617-445-3500 |
| Dartmouth College Irving Engineering Institute, Hanover, NH | Turner Construction Co.          | Chris Leitao    | 617-247-6400 |
| 1079-1089 Commonwealth Ave., Boston, MA                     | Hamilton Construction Mgt.       | Steve Weinig    | 617-783-0039 |

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship?  YES  NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  YES  NO  
 If you have answered YES to either question, explain. \_\_\_\_\_

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

| PROJECT TITLE | COMPANY NAME | CONTACT PERSON | TELEPHONE |
|---------------|--------------|----------------|-----------|
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Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship?  YES  NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  YES  NO

If you have answered YES to either question, explain. \_\_\_\_\_

### PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

|  | YES                      | NO                                  |
|--|--------------------------|-------------------------------------|
| 1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Has your firm failed or refused to complete any punch list work under any contract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Has your surety taken over or been asked to complete any of your work under any contract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Have there been any deaths of an employee or others occurring in connection with any of your projects?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**PART 4 - Legal or Administrative Proceedings; Compliance with Laws**

**Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.**

The term "administrative proceeding" as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term "anyone with a financial interest in your firm" as used in this Section "I", shall mean any person and/or entity with a 5% or greater ownership interest in the applicant's firm.

**If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).**

|   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state's or federal procurement laws arising out of the submission of bids or proposals?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)**

|   | YES                                 | NO                                  |
|---|-------------------------------------|-------------------------------------|
| 5. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA's Web Site at <a href="http://www.osha.gov">www.osha.gov</a>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 13. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**PART 5 - SUPERVISORY PERSONNEL**

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

| NAME        | TITLE OR FUNCTION |
|-------------|-------------------|
| Colby Baker | Project Manager   |
|             |                   |
|             |                   |
|             |                   |

**PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION**

Have there been any changes in your firm's business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued?  Yes  No  
If YES, attach a separate page providing complete details.

**PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.**

**Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – "Completed Projects" and the final page – "Certification" (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.**



**TOWN OF EAST BRIDGEWATER  
CENTRAL ELEMENTARY SCHOOL  
ROOF REPLACEMENT  
Project # 830079**

KBA # 19025.00/

PMA # 04369

**CONTRACT**

This agreement is made and entered into this 4<sup>th</sup> day of Jan, 2020 by and between the TOWN OF EAST BRIDGEWATER ("the TOWN"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_ a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts ("The CONTRACTOR").

**ARTICLE I. DEFINITION.** "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal. The Contractor is required to comply with all items and obligations included in the bid documents.

**ARTICLE II. DURATION.** The CONTRACTOR shall commence the performances of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on within forty days unless extended by the TOWN in its discretion. The CONTRACTOR acknowledges that time is of the essence in completion of this project. Accordingly, to the extent this project is not substantially complete within (40) days of commencement, the TOWN may assess liquidated damages in the amount of \$1,000.00 per day. The TOWN and the CONTRACTOR acknowledge that id weather conditions make it impossible or impracticable for work to occur on a day(s), the CONTRACTOR must immediately notify the TOWN's Facility Manager. The Facilities Manager, in his discretion, may extend the Contract completion period for any such day(s).

**ARTICLE III. TERMS.** The CONTRACTOR agrees to perform all work and furnish all materials in accordance with the bid documents of May 4, 2016 (bid opening date).

|                 |              |                            |                          |
|-----------------|--------------|----------------------------|--------------------------|
| CONTRACT VALUE: | Base Bid     | \$ <u>1,286,300</u>        | U.S. Dollars             |
|                 | Alternate #1 | Subtract \$ <u>150,000</u> | U.S. Dollars             |
|                 |              | <u>Duty PLUS</u>           | <u>Total \$1,436,300</u> |

**ARTICLE IV. PAYMENT.** The TOWN agrees to pay the CONTRACTOR the amount set forth in the CONTRACTOR's bid.

**ARTICLE V. TERMINATION.** The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT



within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the TOWN, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the TOWN as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitations, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The TOWN may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. 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 shall not exceed the fair value of the services provided hereunder.

**ARTICLE VI. DAMAGES.** From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the TOWN may keep its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the TOWN as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

**ARTICLE VII. CONFLICT.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these Articles.

**ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES.** THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the TOWN, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

**ARTICLE IX. PERFORMANCE AND PAYMENT BONDS.** The CONTRACTOR must furnish the TOWN with a Performance Bond for one hundred percent (100%) of the contract amount and a Payment Bond for one hundred percent (100%) of the contract amount.

**ARTICLE X. FOREIGN CORPORATIONS. CONTRACTORS** and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the TOWN a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

**ARTICLE XI. FINANCIAL REPORTING.** The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports. The CONTRACTOR shall provide all prevailing wage information to the TOWN as required.

**ARTICLE XII. TAX COMPLIANCE.** The CONTRACTOR must certify in writing that they complied with all state laws relating to taxes, reporting of employees and contractors and child support.

**ARTICLE XIII. EMPLOYMENT.** The CONTRACTOR must comply to the provisions relating to wages and employment conditions including, but not limited to, the payment of prevailing wages rates as set by the Department of Labor and Workforce Development and workers' compensation coverage.

**ARTICLE XIV. EQUAL OPPORTUNITY.** The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors and in the procurement of materials and rental equipment. The TOWN may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

**ARTICLE XV. ASSIGNABILITY.** The CONTRACTOR shall not assign, sell, subcontract or transfer any interests in THIS CONTRACT without prior written consent of the TOWN. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

**INWITNESS WHEREOF,** the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

For the Contractor:

Town of East Bridgewater:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Carole Julius, Chairman  
Board of Selectmen

\_\_\_\_\_  
Address

\_\_\_\_\_  
David Sheedy, Vice-Chairman  
Board of Selectmen

By: \_\_\_\_\_  
Corporate Representative

\_\_\_\_\_  
Peter Spagone Jr., Clerk  
Board of Selectmen

\_\_\_\_\_  
Brian S. Noble, Town Administrator

\_\_\_\_\_  
Witness

Certified as to Availability of Funding  
Pursuant to M.G.L.ch.44 §31(c):

---

Phyllis Tirrell, Town Accountant

Approved as to Form:

---

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.)
- « »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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:

| 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 |
|------|-------|---------------------------|
|      |       |                           |

§ 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.)

« »

## 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:

« »

§ 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 « » day of the « » 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 « » ( « » ) 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.)

« »

§ 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:

« »

## § 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.)

« » % « »

## 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.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

« »

§ 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 »

§ 8.7 Other provisions:

« »

**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.)*

- 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)*

# AIA® Document A101™ - 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the **Thirty-**  
**first** day of December in the year Twenty Twenty.

*(In words, indicate day, month and year.)*

for the following **PROJECT**:

*(Name and location or address)*

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

**THE OWNER:**

*(Name, legal status and address)*

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

**THE CONTRACTOR:**

*(Name, legal status and address)*

Titan Roofing, Inc.  
200 Tapley Street  
Springfield MA 01104

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### 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.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

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**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

| Causes of Loss | Sub-Limit |
|----------------|-----------|
|                |           |

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|----------|-----------|
|          |           |

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[  ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[  ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[  ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[  ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[  ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[  ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[  ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[  ] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[  ] § A.2.5.2 Other Insurance (List below any other insurance coverage to be provided by the Owner and any applicable limits.)

| Coverage | Limits |
|----------|--------|
|          |        |

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000 ) each occurrence, one million dollars (\$ 1,000,000 ) general aggregate, and one million dollars (\$ 1,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » (\$ « » ) each accident, « » (\$ « » ) each employee, and « » (\$ « » ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.



§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ « » ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [ « » ] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [ « » ] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [ « » ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [ « » ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ « » ] § A.3.3.2.6 Other Insurance  
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

| Coverage | Limits |
|----------|--------|
|          |        |

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

| Type             | Penal Sum (\$0.00) |
|------------------|--------------------|
| Payment Bond     | \$1,436,300        |
| Performance Bond | \$1,436,300        |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »



**TOWN OF EAST BRIDGEWATER**  
**Job Description**

|                        |                     |                     |                   |
|------------------------|---------------------|---------------------|-------------------|
| <b>Position Title:</b> | Town Planner        | <b>Grade Level:</b> | N/A               |
| <b>Department</b>      | Building & Planning | <b>Date:</b>        | December 18, 2020 |
| <b>Reports to:</b>     | Town Administrator  | <b>FLSA Status:</b> | Non-Union/Exempt  |

**Statement of Duties:** Responsibilities include professional and technical work in planning, including community planning, economic development, land use planning, subdivision plan review, site plan review, zoning by-law compliance, housing, historic preservation, transportation and infrastructure and long-range planning for the community. Employee is required to perform all similar or related duties.

**Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Serves to support the Planning Board and occasionally the Zoning Board of Appeals, the Conservation Commission, and the Building Inspector.
- Facilitates planning, economic development, transportation and infrastructure efforts, and historic preservation initiatives and programs.
- Identifies grant opportunities; applies for and administers grant funded programs
- Collaborates on presentations for various state and federal agencies.
- Performs analyses to support various Town projects and policies.
- Acts as inter-board project coordinator for Town projects that require permitting.
- Serves as lead coordinator on various planning projects.
- Reviews plans going before the Planning Board, Zoning Board of Appeals (ZBA), and/or Conservation Commission and provides guidance during the approval process.
- Assists as required in the preparation of the Open Space and Recreation Plan.
- In conjunction with the DPW and the Board of Health, reviews the Town’s zoning bylaws to foster good maintenance and stewardship of watershed resources.
- Prepares and presents staff reports for cases before various boards and commissions.
- Supports development, monitoring, and implementation of land use controls, including zoning bylaws and subdivision rules and regulations.
- Supports updating, implementation, and evolution of the Town’s Master Plan.
- Supports the creation and implementation of economic development programs.
- Supports the preparation of the departmental budget for review and approval.
- Provides information to public regarding Town and State by-laws and regulations.
- Participates in selected regional planning activities and forums.
- Provides professional and technical administrative approval on Town processes, in accordance with local and state regulations.
- Generates minutes of meetings as needed.
- Performs other similar or related duties, as required or as situation dictates.

**Minimum Qualifications:** Bachelor’s Degree in Planning or related field, and three (3) years’ experience; or any equivalent combination of education, training and experience which provides

**TOWN OF EAST BRIDGEWATER**  
**Town Planner Job Description (continued)**

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the required knowledge, skills and abilities to perform the essential functions of the job. Master's degree desirable but not required.

**Knowledge, Ability, Skill:**

*Knowledge:* Working knowledge of planning, conservation, preservation, economic development, transportation and infrastructure is required. A working knowledge of M.G.L. Chapter 40A, Subdivision Control Law, and other applicable State and Federal regulations and programs.

*Ability:* Ability to communicate effectively and efficiently verbally and in writing and to work effectively under time constraints to meet deadlines. Ability to analyze complex issues. Ability to coordinate and to establish and maintain effective working relationships with the general public, state and federal agencies, architects, contractors, developers, property owners, other employees and elected officials. Ability to problem solve and work independently.

*Skill:* Excellent customer service and interpersonal skills. Skill in operating computers and utilizing appropriate software applications. Aptitude for numbers and details. Excellent organizational, planning, management and analytical skills. Skill in facilitating and public presentations.

**Supervision:**

*Received:* Under general direction of the Chairman of the Planning Board, the employee plans and prioritizes the majority of work independently, in accordance with standard practices and previous training. Employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions accordingly.

Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with the Chairman of the Planning Board. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

*Exercised:* Position does not require the regular supervision of employees, but may supervise the work of volunteers, interns or consultants..

*Responsibility:* Performs highly responsible duties requiring independent judgment and initiative in planning, organizing and directing the work of the department and in the enforcement of federal, state and local laws, and town and departmental bylaws.

**Job Environment:** The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours in response to attend evening meetings or complete work assignments. When in the field or attending meetings, the environment can be at construction sites and outdoors.

**TOWN OF EAST BRIDGEWATER**  
**Town Planner Job Description (continued)**

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**Physical Requirements:**

*(The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)*

Employee is regularly required to walk, stand, sit, talk, and hear; uses hands to finger, handle, feel or operate objects or controls, and reach with hands and arms as in picking up paper, files, and other common office objects. Employee may occasionally lift and/or move objects weighing up to 40 pounds. Vision and hearing at or correctable to normal ranges. When in the field, more physical skill may be required to accomplish the duties required

**EXAMPLES OF RESPONSIBILITIES:**

**PLANNING BOARD - PRIMARY RESPONSIBILITIES:** Researches and recommends possible zoning bylaw changes to facilitate development of the town. Supports updating, implementation, and evolution of the Master Plan. Organizes technical and administrative materials in preparation for public hearings. Supports development, monitoring and implementation of land use controls, including zoning bylaws and subdivision rules and regulations. Participates in selected regional planning activities and forums. Other related Planning Board work, as required.

**BOARD OF SELECTMEN:** Acts as inter-board project coordinator for town projects that require permitting. Serves as a liaison to external professional development and land use consultants when required by projects of suitable scale.

**ZONING BOARD OF APPEALS:** Provides technical assistance on as needed basis regarding planning issues for public hearing matters that come before the ZBA.

**CONSERVATION COMMISSION:** Assists as required in the preparation of the Open Space and Recreation Plan. Helps to identify planning practices and zoning bylaw mechanisms to support East Bridgewater's conservation and open space goals. In conjunction with the Board of Health, ensures East Bridgewater's zoning bylaws foster good maintenance and stewardship of watershed resources. Assists the Conservation Commission in the preparation of educational and technical materials and maps.

*(This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.)*

*Pay Equity/Equal Opportunity/Americans with Disabilities Act Employer*

## Rebecca Johnson

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**From:** Libman, Cara (SEN) <Cara.Libman@masenate.gov>  
**Sent:** Wednesday, December 30, 2020 1:35 PM  
**To:** Brian Noble; David Sheedy  
**Cc:** Buntich, Hannah (SEN)  
**Subject:** FW: S.2290 Senate Counsel Proposed Changes  
**Attachments:** S2290.docx

Dear Mr. Noble and Selectman Sheedy,

Senator Timilty asked that I share the Senate Counsel's proposed changes to S.2290, *An Act providing for recall elections in the town of East Bridgewater*. The proposed changes are in the email below. I attached the original language as filed for comparison. Please let me know if you have any questions.

Best,  
Cara

Cara Libman, J.D.  
Legislative Director  
Office of Senator Walter F. Timilty  
State House Room 213-B  
Office (617) 722-1643  
Cell (508) 397-8283

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**From:** Mandell, Adam (SEN) <Adam.Mandell@masenate.gov>  
**Date:** Monday, December 28, 2020 at 3:49 PM  
**To:** Keyes, Katherine (SEN) <Katherine.Keyes@masenate.gov>, Libman, Cara (SEN) <Cara.Libman@masenate.gov>  
**Subject:** Re: S.2290

Thank you, Katherine.

Cara, welcome to the Senate. Our office is finishing its review of the above referenced bill, and we received the following feedback from Elections, which I wanted to forward for your office's review:

- In section 2, in line 4, there appears to be a typo with "and affidavit" appearing instead of "an affidavit"
- In section 3, Elections believes that the language could be problematic as it provides for the recall election to be held not less than 60 and no more than 90 days after the clerk's certificate. However, pursuant to said section 3, the board must notify the recalled official and give them 5 days to resign before they call the election. Because no election can be held sooner than 64 days from the date the board calls it under state law, Elections contends that this timeline may cause some issues. Elections proposes that this can be easily resolved by replacing, in lines 27 and 28, "of town clerk's certificate that a sufficient petition has been filed" with "the board of selectmen call the election."
- In section 4, in line 32, there appears to be a typo with "bay" appearing instead of "may."
- Lastly, in section 6, Elections believes that lines 53 and 54 are not necessary as electronic voting machines and punch cards can no longer be used as voting equipment in Massachusetts.

Notably, while the change in section 6 may be unnecessary, it is possible that voting machines return. We believe that we can accomplish the proposed changes to sections 2 and 4 in third reading, with the changes to sections 3 and 6 being accomplished through an amendment. Nonetheless, considering this feedback, can you please determine how the town would like to proceed?

Should you have any questions, please do not hesitate to reach out.

Sincerely,

Adam J. Mandell

Assistant Counsel

Office of Senate Counsel

State House, Room 200

Boston, MA 02133

**SENATE . . . . . No. 2290**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*Walter F. Timilty*

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*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act providing for recall elections in the town of East Bridgewater.

PETITION OF:

| NAME:                     | DISTRICT/ADDRESS:                    |
|---------------------------|--------------------------------------|
| <i>Walter F. Timilty</i>  | <i>Norfolk, Bristol and Plymouth</i> |
| <i>Michael D. Brady</i>   | <i>Second Plymouth and Bristol</i>   |
| <i>Michelle M. DuBois</i> | <i>10th Plymouth</i>                 |
| <i>Alyson M. Sullivan</i> | <i>7th Plymouth</i>                  |



**SENATE . . . . . No. 2290**

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By Mr. Timilty, a petition (accompanied by bill, Senate, No. 2290) of Walter F. Timilty, Michael D. Brady, Michelle M. DuBois and Alyson M. Sullivan (by vote of the town) for legislation to provide for recall elections in the town of East Bridgewater. Election Laws. [Local Approval Received.]

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**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-First General Court  
(2019-2020)**

An Act providing for recall elections in the town of East Bridgewater.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1           SECTION 1. Any holder of an elective office in the Town of East Bridgewater may be  
2 recalled and removed therefrom by the qualified voters of said town as herein provided.

3           SECTION 2. One hundred or more registered voters may initiate a recall petition by  
4 filing with the town clerk and affidavit containing the name of the officer and the office held  
5 whose recall is sought and a statement of the grounds of recall. Upon certification by the town  
6 clerk, the town clerk shall, within two business days, deliver to the voter first named on such  
7 affidavit, a sufficient number of copies of petition blanks demanding such recall. The blanks  
8 shall be issued by the town clerk with the town clerk's signature and official seal attached  
9 thereto; they shall be dated and addressed to the board of selectmen; shall contain the name of  
10 the person whose recall is sought, the office from which recall is sought, the grounds for recall as  
11 stated in the affidavit, and shall demand the election of a successor to such office. A copy of the  
12 petition shall be entered in a record book to be kept in the office of the town clerk. The recall

13 petition shall be returned and filed with the town clerk within twenty days following the date of  
14 issuance of said petition. Said recall petition shall be signed by at least fifteen percent of the  
15 registered voters in each precinct in said town, and to every signature shall be added the place of  
16 residence of the signer, giving the street and number. The town clerk shall, within two business  
17 days following the date such filing, submit the recall petition to the board of registrars of voters,  
18 who shall within five business days after the day of receipt, certify in writing thereon the number  
19 of signatures which are names of voter in said town as of the date such affidavit was filed with  
20 the town clerk. The board of registrars shall, upon completion of its certification, return the  
21 petition to the town clerk.

22 SECTION 3. If the petition shall be found and certified by said town clerk to be  
23 sufficient, he shall submit the same with his certificate thereon to said selectmen without delay,  
24 and said selectmen shall forthwith give to said elected officer whose recall is being sought,  
25 written notice of the receipt of said certificate and shall, if the officer sought to be removed does  
26 not resign within five days thereafter, thereupon order a recall election to be held not less than  
27 sixty nor more than ninety days after the date of town clerk's certificate that a sufficient petition  
28 has been filed; provided however, that if any other town election is to occur within one hundred  
29 days after the date of said certificate, the selectmen may, in their discretion postpone the holding  
30 of the removal election to the date of such other elections. If a vacancy occurs in said office after  
31 a recall elections has been ordered, the election shall nevertheless proceed as herein provided.

32 SECTION 4. Any officer sought to be recalled bay be a candidate to succeed himself, and  
33 unless he requests otherwise in writing, said town clerk shall place his name on the official ballot  
34 without nomination. The nomination of other candidates, the publication of the warrant for the

35 recall election, and the conduct of the same, shall all be in accordance with the provision of law  
36 relating to election, unless otherwise provided in this act.

37 SECTION 5. The incumbent shall continue to perform the duties of his office until the  
38 recall election. If the recall fails, or if the incumbent is re-elected, he shall continue in the office  
39 for the remainder of his unexpired term, subject to recall as before, except as provided in this act.  
40 If not re-elected in the recall elections, he shall be deemed removed upon the qualification of his  
41 successor, who shall hold office during the unexpired term. If the successor fails to qualify  
42 within five days after receiving notification of his election, the incumbent shall thereupon be  
43 deemed removed and the office vacant.

44 SECTION 6. Ballots used in a recall election in said town shall submit the following  
45 proposition in the order indicated:

46 For recall of (name of officer) (office held) Against the recall of (name of officer) (office  
47 held)

48 Immediately at the right of each proposition there shall be a square in which the voter by  
49 making a cross mark (X) may vote for either of such propositions. Just above said squares, there  
50 shall appear the direction "Vote for one". Under the proposition shall appear the word  
51 "Candidates" and the direction "Vote for one" and beneath this the names of candidates  
52 nominated as hereinbefore provided.

53 In case of machine voting or punch card balloting, or other forms of balloting,  
54 appropriate provisions shall be made to allow the same intent of the voter.

55           If a majority of the votes cast on the recall question is in the affirmative, then the  
56 candidate who received the highest number of votes of the special election to the vacancy shall  
57 be elected. If a majority of the votes cast on the recall question is in the negative, the ballot for  
58 candidates to fill the potential vacancy need not be counted.

59           SECTION 7. No recall petition shall be filed against an officer of said town within six  
60 months after he takes office, nor, in the case of an officer subjected to recall election and not  
61 removed thereby, until at least six months after the election at which his recall was submitted to  
62 the voters.

63           SECTION 8. No person who has been recalled from an office or who has resigned from  
64 office while recall proceedings were pending against that person, shall be appointed to any town  
65 office within two years after such removal by recall or resignation.

66           SECTION 9. This act shall take effect upon its passage.

NUMBER  
#23

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF EAST BRIDGEWATER

FEE  
\$100.00

**USED CAR DEALER'S LICENSE - CLASS II  
TO BUY OR SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto,

**Joseph Savino dba Route 106 Motors**

is hereby licensed to buy and sell second-hand motor vehicles at No. 569 West Street on premises described as follows:

*Restrictions:*

1. Number of cars being for sale - 40; 3 under repair
  2. 6' fence to be erected on property line by 11/96
  3. Vehicles to be parked 10' from lot lines OVERNIGHT
- Hours: Monday - Friday 8:00 am - 7:00 pm; Saturday 9:00 am - 5:00 pm

*Signed, January 4, 2021*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Board of Selectmen ~ Licensing Authority*

THIS LICENSE EXPIRES, January 1, 2022

THIS LICENSE MUST BE POSTED IN A CONSPICIOUS PLACE UPON THE PREMISES  
(OVER)



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.org](http://www.eastbridgewaterma.org)  
175 CENTRAL STREET

EAST BRIDGEWATER, MASSACHUSETTS 02333-1912

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

January 5, 2021

Susan Gillpatrick, Town Clerk  
Town Hall  
East Bridgewater, MA 02333

Dear Susan:

The Board of Selectmen voted unanimously at their January 4, 2021 meeting the following Board of Selectmen Meeting Schedule for January – December 2022 at 6:30 pm, subject to change.

**BOARD OF SELECTMEN MEETING SCHEDULE 2021**

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

Sincerely,

Peter Spagone Jr., Clerk  
Board of Selectmen