



# Board of Selectmen

65 North Main Street  
West Bridgewater, MA 02379  
Telephone (508) 894-1267  
Fax (508) 894-1269

## Open Session Agenda Wednesday, August 14, 2024 Eldon F. Moreira Board of Selectmen Meeting Room – 2<sup>nd</sup> Floor 6:30 p.m.

*The listing of matters is those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items may, in fact, be discussed and other items not listed may be brought up for discussion to the extent permitted by law. This meeting may be recorded for use on the internet.*

For more detailed information regarding agenda topics, please visit the Agenda & Minutes section of the Board of Selectmen's page at [www.westbridgewaterma.org](http://www.westbridgewaterma.org) to view the meeting packet. (Posted by 5 p.m. the day of the meeting.)

### PUBLIC HEARINGS

6:30 p.m. Application for a All Alcohol Liquor License transfer for AZ Ventures Inc. dba Hockomock Liquors at 235 West Center Street (3-29)

### APPOINTMENTS

Boston Post Cane Dedication to Ms. Natalie Beaulieu (30-31)

#### 1. Warrants/Board of Selectmen Business:

- a. Vote to Approve Garage License Transfer for Auto Vision & Towing (32-34)
- b. Vote to Approve Class I License Transfer for Monty's Cycle Shop to Ridenow Mass, LLC dba. Revolution Road Harley Davidson (35-48)
- c. Vote to Approve Amendment to Employment Agreement for Michael Hutchinson (49)
- d. Vote to Sign 2024 State Primary Warrant (50)
- e. Approve the Meeting Minutes of June 26, 2024 (51-53)
- f. Accept the Meeting Minutes of July 24, 2024 for Review (54-57)
- g. Vote to Approve GPI Design / OPM Services for Grant Street Culvert (58-76)
- h. Vote to Approve Amendment of Collective Bargaining Agreement for DPW Union (77-80)
- i. Vote to Approve FY24 End of Year Transfers (81-83)
- j. Vote on Towns Right of First Refusal of 61A Property – 0 Maple Street (84-98)
- k. Vote to Approve License Agreement with Eversource Energy for Gas Line at Water Department (99-114)

#### 2. Communications and Reports from Boards, Commissions and Town Officials:

- a. Vote to Re-Appoint Joseph Olivier to the Mobile Home Rent Control Board (115)
- b. Vote to Accept Marguerite Morse's Resignation from the COA Board of Directors (116)
- c. Vote to Accept Karen Lavin's Retirement as Head Administrative Secretary for the Inspectional Services Department (117)

**3. Correspondence from the Public to Determine a Course of Action:**

**4. Public Comment Period:**

**5. Town Administrator's Report:**

- a. FYI – Chris Iannitelli Consultant Agreement (118)
- b. FYI – WB Athletic Boosters Carwash – September 14, 2024 (119-120)
- c. FYI – Employee Appreciation Day – September 20, 2024 (121)
- d. FYI – Next Meeting September 4, 2024

**6. Adjourn:**



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Hockomock Liquors, Inc

ADDRESS 235 W. Center Street

CITY/TOWN West Bridgewater

STATE MA

ZIP CODE 02379

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0540125856  
Notice Date: June 6, 2024  
Case ID: 0-002-442-012



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HOCKOMOCK LIQUORS INC  
235 W CENTER ST  
WEST BRIDGEWATER MA 02379-1635

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, HOCKOMOCK LIQUORS INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



Department of Unemployment Assistance

Commonwealth of Massachusetts

Executive Office of Labor & Workforce Development



Certificate of Compliance

Date: June 25, 2024

Letter ID: L0002528791

Employer ID (FEIN): XX-XXX0624



HOCKOMOCK LIQUORS INC

PO BOX 340

WEST BRIDGEWATER MA 02379-0340

Certificate ID: L0002528791

FEIN: 04-3560624

The Department of Unemployment Assistance certifies that as of 24-Jun-2024, HOCKOMOCK LIQUORS INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 24-Jul-2024 .

Sincerely,

*Katie Dishnica*

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit

Department of Unemployment Assistance

Email us: Revenue.Enforcement@detma.org

Call us: (617) 626-5750



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- ☒ Transfer of License  
☐ Alteration of Premises  
☐ Change of Location  
☐ Management/Operating Agreement  
☐ Pledge of Inventory  
☐ Pledge of License  
☐ Pledge of Stock  
☐ Other   
☐ Change of Class  
☐ Change of Category  
☐ Change of License Type  
(§12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Applicant AZ Ventures, Inc. seeks to purchase the Business Assets of Hockomock Liquors, Inc., including the All Alcoholic Beverages License. /

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	<input type="text"/>	FEIN	<input type="text" value="99-2961200"/>
Entity Name	<input type="text" value="AZ Ventures, Inc"/>		
DBA	<input type="text" value="Hockomock Liquors"/>	Manager of Record	<input type="text" value="Zohaib Shahid"/>
Street Address	<input type="text"/>		
Phone	<input type="text"/>	Email	<input type="text"/>
Add'l Phone	<input type="text"/>	Website	<input type="text"/>

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

1 floor unit with 1 entrance and 2 exits; 4 total rooms to include the retail space, back/storage room with receiving dock, office/kitchen and bathroom.

Total Sq. Footage	<input type="text" value="4296"/>	Seating Capacity	<input type="text" value="0"/>	Occupancy Number	<input type="text" value="n/a"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

# APPLICATION FOR A TRANSFER OF LICENSE

## 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Hockomock Liquors, Inc	By what means is the license being transferred?	Purchase
------------------------	------------------------	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Walter Thayer	President, Treasurer, Secretary, Director	100

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Zohaib Shahid				President, Treasurer, Secretary, Director	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

# APPLICATION FOR A TRANSFER OF LICENSE

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

### CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Zohaib Shahid	PK	AZK Spirits	Falmouth
Zohaib Shahid	PK	ZS Group	Mashpee
Zohaib Shahid		Alyaan Group, Inc.	Dennis

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

### 7. CORPORATE STRUCTURE

Entity Legal Structure

Corporation

Date of Incorporation

May 8, 2024

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

### 8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

AAMD LLC

Landlord Phone

407-821-8996

Landlord Email

aamdmgmt@gmail.com

Landlord Address

1245 West Fairbanks Ave, Suite 305, Winter Park, FL 32789

Lease Beginning Date

Upon Approval of License

Rent per Month

\$4,635.00

Lease Ending Date

April 30, 2026

Rent per Year

\$55,620.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

### 9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Thomas Souza

Phone:

508-280-5508

Title:

Attorney

Email:

ths.law@comcast.net

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0.00
B. Purchase Price for Business Assets	550,000.00
C. Other* (Please specify)	TBD*
D. Total Cost	\$550,000.00 plus Inventory

\*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Zohaib Shahid	\$110,000.00
Total	\$110,000.00

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Rockland Trust	\$495,000.00	Commercial Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Buyer to provide 20% of the funds necessary to purchase the business assets from his personal funds and Rockland Trust to finance \$495,000.00. Inventory will be conducted on the day prior to transfer of the license and the cost of inventory will be paid from personal funds of the Buyer.

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

Please indicate how many hours per week you intend to be on the licensed premises

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\* ☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
6/2021		Clerk/manager	ZS Group, d/b/a Mashpee Mart	Zohaib Shahid

### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date

### 13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☐ No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

#### 13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Address

Phone

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

### 13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

#### LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality



### **13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

### **13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

### **13F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

**ABCC Licensee Officer/LLC Manager**

**Management Agreement Entity Officer/LLC Manager**

Signature:

Signature:

Title:

Title:

Date:

Date:

### ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Final inventory to be conducted the day prior to transferring the license. Parties estimate that the inventory will cost \$50,000.00.

## APPLICANT'S STATEMENT

I, Zohaib Shahid the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory  
of AZ Ventures, Inc  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

05/22/24

Title:

President

## CORPORATE VOTE

The Board of Directors or LLC Managers of

AZ Ventures, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

West Bridgewater

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

May 17, 2024

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Zohaib Shahid

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Zohaib Shahid

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Zohaib Shahid  
(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Zohaib Shahid  
(Print Name)



West Bridgewater Police Department  
Incident Report

Page: 1  
08/13/2024

Incident #: 24-227-OF  
Call #: 24-9252

Date/Time Reported: 08/12/2024 0900  
Report Date/Time: 08/13/2024 1359  
Status: No Crime Involved

Reporting Officer: Sergeant Russell Regan

Signature: \_\_\_\_\_

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
---	----------	-----	------	-----	-----	-------

1	SHAHID, ZOHAIB	M	U			
---	----------------	---	---	--	--	--

Military Active Duty: N

BODY: NOT AVAIL.

DOB:

LICENSE NUMBER:

GENDER IDENTITY: Male

PRONOUNS: he/him/his

COMPLEXION: NOT AVAIL.

PLACE OF BIRTH: NOT AVAIL.

ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone

(Primary)

2	SHAHBAZ, HASSAN	M	U			
---	-----------------	---	---	--	--	--

Military Active Duty: N

BODY: NOT AVAIL.

DOB:

LICENSE NUMBER:

GENDER IDENTITY: Male

PRONOUNS: he/him/his

COMPLEXION: NOT AVAIL.

PLACE OF BIRTH: NOT AVAIL.

ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone

(Primary)

# EVENTS (S)

LOCATION TYPE: Government/Public Building      Zone: East  
WEST BRIDGEWATER POLICE DEPARTMENT  
99 WEST CENTER ST  
WEST BRIDGEWATER MA 02379

1 Liquor License Application Review



**Background Report from Sergeant Russell F. Regan:**

RE: Transfer/Sale of Liquor License (All Alcoholic Beverages) from Walter Thayer (Hockomock Liquors, INC), to Zohaib Shahid (AZ Ventures, INC) 4 Maxwell Lane, Sandwich, MA 02563

**Applicant:**

(AZ Ventures, INC)

Zohaib Shahid, President, Treasurer, Secretary and Director

**Overview:**

I received a request from the Board of Selectmen's office to review the above-mentioned liquor license transfer and sale of an off premise all alcohol beverage license. This sale will include the sale of the business itself, which will remain the current name of Hockomock Liquors, located at 235 West Center Street, West Bridgewater, MA 02379. The applicant will not own the property and will remain in the current lease agreement with the property owner that exists at this time.

On 08/12/2024, I met with Zohaib Shahid and his prospective store manager, Hassan Shahbaz, at the West Bridgewater Police Department. AZ Ventures, INC will be owned and operated by the applicant named above. Mr. Zohaib Shahid will be the sole proprietor of this business. However, Hassan Shahbaz will be the day-to-day manager of the business operations. Mr. Shahid said he plans to try to retain as many of the current staff as possible to service the store. I reviewed the applicants documents provided to the town. We discussed all finances related to the sale/transfer and other requirements. This included the town's Alcohol Policy, which Mr. Shahid signed, acknowledging his understanding of it. I have confirmed that they have met all insurance obligations related to this transfer. Both Mr. Shahid and Mr. Shahbaz are experienced in liquor sales and are confirmed TIPS certified. Mr. Shahbaz currently owns and operates three other off site liquor establishment in Massachusetts and I have confirmed no outstanding or current issues with those locations.

**Criminal History:**

No criminal history found on Mr. Shahid or Mr. Shahbaz

Nor reason to deny based upon criminal record

**Finances:**

The overall purchase price for this sale/transfer is as follows:

Purchases of business, to include liquor license:

- Total Cost is \$550,000.00 (plus inventory)

- \$495,000.000 commercial loan from Rockland Trust Bank
- 20% (\$110,000.00) of the total cost purchase to be paid from Mr. Shahid's personal finances at Rockland Trust
- Inventory will be conducted on the day prior to transfer of license and the cost of inventory will be paid from the personal funds of the buyer

**Recommendation:**

Upon my review of this application and interview with the applicant, I believe all requirements of them by the town have been met. Based upon their application and experience in running similar licensed liquor establishments, I believe they are qualified to own and operate the establishment proposed in this sale/transfer. It would be my recommendation to the Board of Selectmen to grant this transfer, pending approval of the ABCC.

Respectfully,

Sergeant Russell F. Regan  
Liquor License Agent  
Town of West Bridgewater



## Board of Selectmen

65 North Main Street  
West Bridgewater, MA 02379  
Telephone (508) 894-1267  
Fax (508) 894-1269

### Alcohol Policy and Rules and Regulations for Liquor License Holders in the Town of West Bridgewater ("Policy")

Adopted: January 1998

Updated: October 18, 2023, December 19, 2018 (effective January 18, 2018), March 15, 2017, January 4, 2017, September 3, 2014, May 7, 2014, May 22, 2012, February 7, 2012, May 23, 2006

#### I. Liquor Licenses – General Information

The Board of Selectmen is the Local Licensing Authority ("LLA") under Massachusetts General Laws Chapter 138 with the power to grant, renew, restrict, suspend, revoke or deny any and all licenses, consistent with the law and the best interests of the Town of West Bridgewater ("Town"). The issuance of liquor licenses and the sale of all alcoholic, wine, and malt beverages in the Town is governed by the Town's Alcohol Policy, the Rules and Regulations of the Alcoholic Beverages Control Commission ("ABCC"), MGL Chapter 138 and 204 CMR (collectively, "Policies"). The licensee is responsible for enforcing and complying with the Policies. The license, as well as a copy of this Policy, must be posted in a conspicuous location within the licensed premises, clearly visible and accessible to the public.

This Policy summarizes the license application process, licensee non-compliance and hearings, penalties, and certain obligations. It also outlines the Selectmen's policy regarding dispensing liquor to minors. This document will be provided to all applicants and licensees at time of application. This Policy may be amended from time to time pursuant to the Board's authority under MGL Chapter 138.

Pursuant to the authority granted to the Board by M.G.L. Chapter 138 and 204 CMR, the local licensing authority has the authority to restrict licenses and have them classified as not personal property. See Opinion of the Justices, 349 Mass. 794 (1965). M.G.L. Chapter 138, Section 23 allows licenses to be pledged for a loan to be treated as personal property; however, that allowance is subject to the approval of the local licensing authority. Therefore, the local licensing authority herein establishes that the issuance of a license pursuant to M.G.L. Chapter 138 will not be considered as personal property and may not be pledged as a loan under any circumstances.



#### A. Application for a License

1. There are three classifications of licenses: On Premise, Off Premise and Special. There are five specific types of On-Premise: hotel, restaurant, club, tavern and general on premises. Off-Premise, or "package store", licenses may be issued for sale of either all-alcoholic or wine and malt beverages for off-premise consumption.
2. Hours and days of operation are determined by the LLA within the limits of state law. Licensees may request the LLA to allow special holiday operating hours. Sale of alcoholic beverages is prohibited between the hours of 1:00 a.m. and 8:00 a.m. on secular days, unless otherwise amended by a vote of the Board of Selectmen.
3. The number of licenses is limited by statute, except that veterans' organizations may be granted licenses outside the quota limits, and licenses may be granted through special legislation. Additional seasonal licenses may also be granted if the seasonal population increases.
4. A completed ABCC Licensing Authority Certification form or its equivalent and a vote of the LLA are required for a new license, transfer of license, transfer of stock, new officers/directors/stockholders, change of location, alteration of premises, pledge of license/stock, change of corporate name or d/b/a, seasonal to annual, change of manager, change of hours, and change of license type, or any other amendment to the license as directed by the ABCC. Each transaction may have additional requirements under the law or Regulations. It is the responsibility of the applicant to comply with specific requirements for the contemplated transaction, including notifying the LLA prior to enacting the change at the establishment. Failure to do so may result in revocation of the license.
5. For those transactions requiring an advertised public hearing, the Town will place the advertisement. It is the applicant's responsibility to pay for the advertisement. Applicants are responsible for notifying abutters by registered mail, according to the provisions of Chapter 138, Section 15A of the General Laws. Applicants must submit evidence of such notification to the LLA.
6. All licenses expire on December 31<sup>st</sup> of each year, and are not valid until approved by the ABCC and signed by a majority of the Selectmen. All licenses shall be in operation within ninety (90) days of issuance of a license. A license may be granted one additional ninety (90) day extension upon approval of the Selectmen.
7. All renewal license applications are due in the LLA's office on or before November 15<sup>th</sup> annually. In accordance with Massachusetts General Law and ABCC regulation, failure to return a renewal license application by November 30<sup>th</sup> will be considered a failure to renew, and will require applicants to follow the procedures for obtaining a new license.

## **B. Required Liquor License Liability Insurance/No Property Right in License**

A license holder is required to at all times maintain insurance coverage required by applicable laws and regulations, as such laws and regulations are updated from time to time. As of 2010, under MGL Chapter 138, Section 12, establishments holding on premise liquor licenses must provide proof of coverage under a liquor legal liability insurance policy for bodily injury or death at a minimum limit of \$250,000 on account of injury to or death of one person, and \$500,000 on account of any one accident resulting in injury to or death of more than one person. Insurance certificates must be provided as part of applications for any transaction listed under Section A-4 of this Policy or for renewal applications.

## **C. Licensee Non-Compliance**

1. A license holder shall be entitled to notice of a hearing to determine possible action by the LLA. Said notice shall specify the nature of the alleged violation and specify the date, time and place of the hearing. During any hearing, a licensee will be provided an opportunity to speak on his or her own behalf or to contest findings.
2. Licensees may contest any findings of the Liquor License Agent hereunder by providing written notice of its desire to do so the LLA.
3. The LLA shall use the below guidelines to: 1) determine whether a violation of Policies has occurred; and 2) to determine penalties in the event the LLA determines that a violation occurred. The following guidelines are not intended to restrict the LLA from imposing any penalty it may deem just:

### **Non-Egregious Incidents**

Non-Egregious Incidents shall include all incidents of non-compliance with Policies identified by the LLA or Liquor License Agent not listed in the Egregious Incident list below or considered to be Egregious by the LLA. For purposes of determining penalties, the number of Non-Egregious Incidents will be calculated by reviewing any violations that were determined by the LLA to have occurred within the immediately preceding twenty-four (24) month period for a given licensee ("Non-Egregious Incident Period").

- a. First Non-Egregious Incident Occurring within the Non-Egregious Incident Period: The Liquor License Agent shall issue a letter to the licensee advising what he or she considered to be a potential violation, and that the licensee must remedy the non-compliance immediately if possible, but in any event within thirty (30) days. Each individual member of the LLA will receive a copy of this letter and the applicable police report(s).
- b. Second Non-Egregious Incident Occurring within the Non-Egregious Incident Period: The Liquor License Agent shall issue a letter to the licensee advising of what he or she considered to be a potential violation, and that the licensee must

remedy the non-compliance immediately if possible, but in any event within ten (10) days. Each individual member of the LLA will receive a copy of this letter and the applicable police report(s).

- c. Third Non-Egregious Incident Occurring within the Non-Egregious Incident Period: The Liquor License Agent shall issue a letter to the licensee advising of what he or she considered to be a potential violation, and that the licensee must remedy the non-compliance immediately if possible, but in any event within ten (10) days, and that the licensee will be notified to appear before the LLA during a public hearing to discuss all Egregious and Non-Egregious Incidents that occurred during the Non-Egregious Incident Period. The LLA will receive a copy of this letter and the applicable police report(s), and will send notification to the licensee of a hearing date and time. During this hearing the LLA will determine whether any Non-Egregious Incidents to date constituted violations. The LLA will also determine action against the licensee, if any.
- d. Fourth and Subsequent Non-Egregious Incidents Occurring within the Non-Egregious Incident Period shall be considered Egregious Incidents subject to the Egregious Incident penalties set forth in the following section.

### **Egregious Incidents**

There are certain incidents that are severe in nature, such that LLA involvement will automatically be triggered ("Egregious Incidents").

For purposes of determining penalties, the number of Egregious Incidents will be calculated by reviewing any Egregious Incidents that occurred within the immediately preceding sixty (60) month period for a given licensee ("Egregious Incident Period").

Notwithstanding anything in this Policy, an unauthorized closure beyond two consecutive weeks shall be sufficient grounds for the LLA to commence revocation proceedings. Further, the Liquor License Agent may immediately temporarily close an establishment in the event of multiple Egregious Incidents and or if he or she believes there is a threat to public-safety. In the event of a temporary closure, the Liquor License Agent will advise the Police Chief, Town Administrator and Chairman of the Board of Selectmen. The Chairman of the Board of Selectmen will determine when the establishment may reopen. Each member of the LLA will be advised of any temporary closure by the Town Administrator.

Egregious Incidents shall include but are not limited to:

- Sale of alcohol or service of alcohol to minors
- Sale of alcohol, or having served alcohol out past closing time
- Serving more than two drinks to a patron at one time
- Licensee participating in criminal activities
- Over-serving
- Knowingly allowing intoxicated patrons into licensed premises
- Unauthorized extended closure of licensed premise

- Fourth and subsequent Non-Egregious Incidents as set forth in 2.d. above.
- Possessing or serving alcohol not allowed under license
- Failure to immediately report an incident occurring on the premises in which bodily harm or damage to personal property occurs

#### **Egregious Incidents Process**

The Liquor License Agent shall issue a letter to the licensee advising of what he or she considered to be a violation, and that the licensee will be required to appear before the LLA during a public meeting to discuss all Egregious and Non-Egregious Incidents and violations that have occurred during the Egregious Incident Period. The LLA will receive a copy of this letter and applicable police report(s), and will send notification to the licensee of hearing date and time. During this hearing, the LLA will determine whether the incident constituted a violation and render a decision regarding action against the licensee. Such action will include a minimum two-day suspension and up to revocation of license.

4. Additional penalties, such as limitations on hours or requirements for security personnel, may be imposed. Days of suspension may be consecutive unless the licensee's days of business are not consecutive. Any suspension or revocation shall be implemented within twenty (20) days from the date of the decision.

#### **D. Dispensing Liquor to Minors**

1. It is the express policy of the Board of Selectmen as the Local License Authority, to take all legally permissible action against the sale and/or serving of alcoholic beverages to minors. Any licensee who, after a duly constituted hearing, is found to have violated MGL Chapter 138, Section 34B, or any other law relating to selling or serving of alcohol to minors will be subject to the Egregious Incident violation penalties set forth above.
2. Licensees are further encouraged to consider implementation of restrictive policies to further discourage alcohol consumption by minors, such as: requiring multiple means of identification; setting a higher minimum drinking age; posting highly visible notices that purchase and/or consumption of alcohol by minors, and aiding or abetting such activities or those that encourage or result in alcohol consumption by minors, will result in the maximum penalties provided by law.
3. To make sure that all applicants for, or holders of alcoholic beverage licenses are aware that we expect them to perform at the highest standards of personal responsibility and public trust, in the strictest conformance with the provisions of the Policies, each applicant or licensee will be required to sign a statement indicating that they have read, understand, and agree to abide by this Policy.

## II. License Regulations

### **A. Alcohol Server Training**

1. An individual licensee or principal representative of the licensee, the manager of record and any person who serves alcoholic beverages to be drunk on or off the premises to the public are required to be trained on Responsible Beverage Service (TIPS, TEAM, SAFE SERVICE CHIEF, or other Board of Selectmen approved programs). Live classes are preferred, though online classes are accepted. Training by a 100% of servers of alcohol must be completed within 30 days of their date of hire. Each such person must be successfully retrained when the certification period ends.
2. The licensee shall, at any time upon the request of the Licensing Authority or its Agent, provide the names, dates of hire, and copies of training certificates of all persons subject to this section.

### **B. Manager**

The Town will approve a manager of record. The manager of record must be at least 21 years of age, be a U.S. citizen, and of good moral character per Mass. General Law. At no time shall the premises be open without a duly appointed manager or alternate manager in charge and on the premises.

### **C. Employee Consumption**

No Manager, Alternate Manager or employee of the licensee shall consume any alcoholic beverages while on duty or after the official closing hour at the licensed premises, with the exception of minor alcoholic consumption for staff training and product selection purposes under the supervision of the manager on duty.

### **D. Incident Reporting**

The licensee will insure that a manager, alternate manager or some member of the staff report immediately to the West Bridgewater Police Department any altercation, criminal activity or medical emergency that occurs on the premises, including in the parking lot or exterior of the building.

### **E. Access to Premises by Police and Agents**

1. Licensees shall grant access to the premises to the members of the LLA, their agents or members of the Police Department. Management and employees will fully cooperate with the members of the LLA, their agents or members of the Police Department.

### **F. Hours of Operation**

1. Hours of operation must be posted conspicuously. Any change in the hours of operation must be approved by the LLA.

2. No patron shall be on the licensed premises prior to the official opening hours, except in the case of planned events. No alcoholic beverages are to be served at the planned events until the official opening time. All patrons shall be off the licensed premises at the closing hour.
3. All sales/delivery of alcoholic beverages shall cease 30 minutes prior to the closing hour. All alcoholic beverage drinks shall be cleared 15 minutes prior to the closing hour. (Refers to On-Premise licenses only.)
4. The licensee will notify the Police Department if any employee(s) will be remaining on the premises more than 90 minutes after the closing hour.

**G. Licensee Patron Contact**

1. Employees and security personnel are not to make bodily contact with a patron unless to protect other patrons or themselves from bodily harm. Employees shall call the police to have unruly patrons removed from the premises if they refuse to do so upon verbal command.
2. All security personnel or employees acting in any way as security will wear matching uniforms that are clearly marked as "SECURITY" or "STAFF" or similar. Any jackets worn shall be matching and marked in the same manner.

**H. Privacy Booth or Curtained Area**

Licensees must obtain permission from the LLA before providing any privacy booth or curtained area within their establishment.

**I. Dress Requirements**

A sign must be posted at the entrance stating dress requirements or restrictions. Patrons must wear a shirt and shoes inside. Shoes are optional outdoors at the discretion of the licensee. Patrons are not permitted to wear gang-affiliated colors or clothing that may incite violence.

**J. Noise**

Licensees must control noise or disturbance by patrons exiting premises or by patrons while outside the premises.

**K. Police Details**

1. The Chief of Police and/or the LLA shall have the right to order any licensee to engage as many private detail police officers as in their judgment are necessary to maintain law and order upon the premises and the immediately adjacent areas.

2. License holders shall notify the Chief of Police of any special events or circumstances whereby the licensee may reasonably anticipate hosting a significantly larger gathering than usual. Special events with live entertainment must be approved by the LLA unless the licensee is authorized to hold such events under an annual Entertainment License granted by the Board of Selectmen or, in the case of Sunday Entertainment, granted by the Board of Selectmen and the Massachusetts Department of Public Safety.

**L. False IDs**

1. Any confiscated ID will be immediately turned over to the Police Department. If possible, the Police will be called to confirm the validity of any questionable ID and respond appropriately to the establishment.

**III. Liquor License Agent**

The Board of Selectmen may annually appoint at the recommendation of the Police Chief a Liquor License Agent. The Board of Selectmen may annually appoint a Licensing Coordinator.

**A. Duties of Liquor License Agent**

1. Reviews all applications for new liquor licenses, transfers, transfers of ownership of liquor licenses, changes in stockholders of a liquor license, and new officers or directors of a liquor license, and submits a written report to the LLA at least five days in advance of public hearings.
2. Conducts compliance inspections of all liquor licenses periodically and/or at least annually and enforces the Policies.
3. Forwards findings of inspections to the LLA or Licensing Coordinator as applicable under this Policy.
4. Generally, coordinates with the Police Department, the Licensing Coordinator and LLA on matters related to licenses.
5. Coordinates with the Police Department, Licensing Coordinator, and LLA regarding conducting periodic stings.

**B. Duties of Licensing Coordinator**

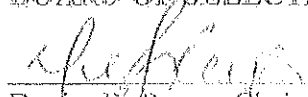
1. Reviews all applications for new liquor licenses, transfers of ownership of a liquor license, change in stockholders of a liquor license, and new officers or directors of a liquor license and prepares them for submission to the LLA.
2. Coordinates with the Police Chief, Liquor License Agent, Building Inspector/Inspectional Services, Board of Health, Fire Department, and others as necessary.
3. Provides findings, as applicable, to the LLA.


#### IV. Duties of Inspectors

The Building Inspector/Inspectional Services, Board of Health, and Fire Department will coordinate with the Liquor License Agent and Licensing Coordinator and issue any findings no less than five days in advance of any public hearings or public meetings scheduled hereunder.

The Licensing Authority reserves the right to modify or amend the above Policy, Rules and Regulations, or to adopt such other, additional Policies, Rules and Regulations as the said Authority may deem necessary.

#### BOARD OF SELECTMEN

  
Denise R. Reyes, Chairman

  
Jeffrey P. Ryan, Vice Chairman

---





## Board of Selectmen


65 North Main Street  
West Bridgewater, MA 02379  
Telephone (508) 894-1267  
Fax (508) 894-1269

### TOWN OF WEST BRIDGEWATER ACKNOWLEDGEMENT OF RECEIPT OF ALCOHOL POLICY AND POLICY ON DISPENSING ALCOHOL TO MINORS

I understand that it is the express policy of the Board of Selectmen, serving as the Local Licensing Authority, to take all legally permissible action to eliminate the sale and/or serving of alcoholic beverages to minors, and that any licensee who, after a duly constituted hearing, is found to have violated any law relating to the sale or serving of alcohol to minors will be subject to suspension or revocation of said license forthwith.

I am also aware that licensees are further encouraged to consider implementation of restrictive policies to further discourage alcohol consumption by minors, such as requiring multiple means of identification, setting a higher minimum drinking age, and posting highly visible notices that purchase and/or consumption of alcohol by minors, and aiding or abetting such activities or those that encourage or result in alcohol consumption by minors, will result in the maximum penalties provided by law.

I acknowledge receipt of the Alcohol Policy and Rules and Regulations for Liquor License Holders in the Town of West Bridgewater. Further, I agree to perform at the highest standards of personal responsibility and public trust, in the strictest conformance with the provisions of this policy and Chapter 138 of the General Laws, and therefore acknowledge receipt and support of this statement by signing it below.

  
\_\_\_\_\_  
Licensee/Applicant

5/17/24  
\_\_\_\_\_  
Date

Receipt of Policy Updated: October 18, 2023

# *Boston Post Cane Presentation*

## *Order of Ceremony*

6:45 p.m. – **Chairman** begins the presentation

Introduce: Boston Post Cane Recipient **Ms. Natalie Beaulieu**

Family of Ms. Natalie Beaulieu

**Historical Commission**

**Historical Commission** reads short history of the Boston Post Cane;  
Presents Plaque

**Chairman Ryan** presents Ms. Beaulieu with flowers

**Mr. Perez** presents Ms. Beaulieu with a certificate

**Ms. Lee** places the pin on Ms. Beaulieu

## The Boston Post Cane: A History

In August 1909, Mr. Edwin A. Grozier, publisher of *The Boston Post*, forwarded to the Boards of Selectmen in 700 towns in New England a gold-headed ebony cane with a request that it be presented with the compliments of *The Boston Post* to the oldest living man in the Town, to be used by him as long as he lives, and at his death, handed down to the next eldest man in the Town. The cane remained the property of the Town and not of the man who received it. The custom was expanded to include women in 1930.

The canes were all made by J.F. Fradley & Co., a New York manufacturer. The manufacturer used ebony shipped in 7 foot lengths from the Congo in Africa. They were cut to cane lengths, seasoned for 6 months, turned on lathes to the right thickness, and then coated and polished. Each cane donned a 14-carat gold head 2 inches long, decorated by hand, and a ferruled tip. The head was personalized for each Town and engraved with the inscription, "Presented by *The Boston Post* to the oldest citizen of (name of the town). To be transmitted."

The Board of Selectmen was to be the trustees of the cane and keep it always in the hands of the oldest citizen. No Connecticut towns were included and only two towns in Vermont are known to have canes.



# Board of Selectmen

65 North Main Street  
West Bridgewater, Ma  
508-894-1268

The Commonwealth of Massachusetts

## Town of West Bridgewater Application for Garage Repair License

No.:

Fee: 50.00

### Business Premises Location Information

To the Licensing Authorities:

The undersigned hereby applies for a License in accordance with the provisions and Statutes and By-Laws relating thereto a Garage Repair License

Applicant Name: *McCoy Brinley*

Address: *33 Turnpike St. Unit #3 N. Bridgewater Ma. 02379*

Applicant's Email: *Jbrinley@yahoo.com.*

Current Owner: *Susan Murphy*

Current Business Name: *Auto Vision & Towing*

Number of Cars for Repair:

Number of Employee Spaces: *0*

Number of Vehicles not to exceed:

State clearly purpose for which license is requested:

**\*\*Are you repairing vehicles that have incurred major damage resulting from Collision, accident, theft vandalism, etc.** Yes ☐ or ☒ No

If so then you must be licensed by the Division of Standards.

**\*Repair Shop Number:** issued by Division of Standards for Auto Body Work. (Please attach copy of license)

Have you been refused a license in any city or town at any previous time (If yes please explain)

Yes ☐ or ☒ No

Hours and Days of Operation:

Do you own ☐ lease ☒ the premises? If leasing please provide a copy of the lease agreement. Purchase and Sales Agreement (if purchasing and existing business.)

Legal Name of Business: (If a Corporation names must be exactly as filed with the Secretary of State's Office.)

Corporate Officers, Partners and Stockholders (Please attach Articles of Organization from Secretary of State's Office)

Last Name:

First Name:

Title:

% stock owned:

Home Address:

City/ State/Zip Code:

Last Name:

First Name:

Title:

% stock owned:

Home Address:

City/ State/Zip Code:

Last Name:

First Name:

Title:

% stock owned:

Home Address:

City/ State/Zip Code:

**(Please be advised any change in ownership or corporation must be filed with the Board of Selectmen's Office)**

Business Address: *Route 35 Turnpike St. Unit #3 N. Bridgewater*  
City/State: *N. Bridgewater Ma.* *Ma. 02379*

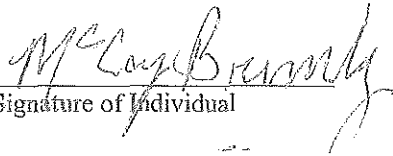
Business Telephone Number:

Home Address:

City/State:

Home Telephone Number:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax Returns and paid all state taxes required under law.

  
Signature of Individual

\_\_\_\_\_  
By Corporate Officer

\_\_\_\_\_  
Social Security or  
Federal ID Number

This license will not be issued unless this certification clause is signed by the applicant.  
Gentlemen:



# Board of Selectmen

The Commonwealth of Massachusetts

Town of West Bridgewater

Application for License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles or Parts Thereof or Class I Dealer's License

No.

Fee 200.00

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class II, to Buy, Sell, Exchange or Assemble secondhand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 Section 57 of the General Laws.

## Business Premises Location Information

Name of Business: RideNow Massachusetts, LLC dba Revolution Road Harley-Davidson

E-mail address: Chase.Vance@ridenow.com

Number of vehicles not to exceed amount listed on current license.

Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes ☒ or ☐ No

If so, is your principal business the sale of new motors vehicles?

Yes ☒ or ☐ No

Is your principal business the buying selling of second hand motor vehicles?

Yes ☐ or ☒ No

Is your principal business that of a motor vehicle junk dealer?

Yes ☐ or ☒ No

Give a complete description of all the premises to be used for the purpose of carrying on the business. Sales and service of new and used motorcycles, parts and accessories

Are you a recognized agent of a motor vehicle manufacturer ?

Yes ☒ or ☐ No

If so, state name of manufacturer: Harley-Davidson

Have you signed a contract as requested by section 58, Class I ?

Yes ☒ or ☐ No

Have you ever applied for a license to deal in secondhand motor vehicles or parts thereof? No

If so, in what city or town

Did you receive a license? for what year?

Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? Yes ☐ or ☒ No

State clearly purpose for which license is requested: Sales and service of motorcycles

Have you been refused a license in any city or town at any previous time?

Yes ☐ or ☒ No (If yes please explain)

Hours and Days of Operation: Tues-Fri 9-6, Sat 9-5, Closed Sun/Mon

Do you own ☐ lease ☒ the premises? If leasing please provide a copy of the lease agreement. Purchase and Sales Agreement (if purchasing and existing business.)

Legal Name of Business: (If a Corporation names must be exactly as filed with the Secretary of States Office.) RideNow Massachusetts, LLC

Corporate Officers, Partners and Stockholders (Please attach Articles of Organization from Secretary of State's Office)

Last Name RumbleOn, Inc.

First Name

Title Sole Member

% stock owned 100

Home Address

City, State & Zip Code

Last Name Kennedy

First Name Michael

Title LLC Manager

% stock owned 0

Home Address

City, State & Zip Code

Last Name Tkach

First Name Cameron

Title LLC Manager

% stock owned 0

Home Address

City, State & Zip Code



(Please be advised any change in ownership or corporation must be filed with the Board of Selectmen's Office)

Business Address: 751 N Main Street  
(number/street)

City/State: West Bridgewater, MA 02379-1234


Business Telephone Number: 508-583-1172

Home Address:  
(number/street)

City/State:

Home Telephone Number:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax Returns and paid all state taxes required under law.

  
Signature of Individual

Michael Kennedy  
as President & Manager  
By Corporate Officer

Social Security or  
Federal ID Number

This license will not be issued unless this certification clause is signed by the applicant.

## MOTOR VEHICLE DEALER CERTIFICATION FORM

Name of Business: RideNow Massachusetts, LLC dba Revolution Road Harley-Davidson

Business Address: 751 N Main Street, West Bridgewater, MA 02379

This is to certify that I have access to repair facilities as required by the Registry of Motor Vehicles.

I, Michael Kennedy, do hereby state:

### I SPECIFICATION OF FACILITY

A. I maintain or have access to a repair facility which is in an enclosed structure with an interior workspace and which of the following dimensions:

- (a.) a length, which exceeds by ten (10) feet the length of the longest motor vehicles subject to repair;
- (b.) a width, which exceeds by five (5) feet the widest motor vehicles subject to repair.

NAME OF REPAIR FACILITY: Revolution Road Harley-Davidson

OWNER OF REPAIR FACILITY: RideNow Massachusetts, LLC


LOCATION OF REPAIR FACILITY: 751 N Main Street, West Bridgewater, MA 02379

Any change in the repair facility as named above must be reported to the Licensing Authority within 21 days.

- II. I understand that the repair facility, which I operate or have access to, must maintain proper working condition, tools and equipment necessary for the adequate repair and maintenance of a motor vehicle and be properly licensed.
- III. I understand that this affidavit is part of my application and that any false statements made herein may be grounds for revocation, denial, or non-renewal of my Class II License.

Signed under the pains and penalties of perjury:

8/05, 200 2024  
Date

  
Signature of License Holder

Business-Certificate for  
The Commonwealth of Massachusetts  
WEST BRIDGEWATER

CERTIFICATE NO# 35-24

Date: 8-5-2024

In conformity with the provisions of Chapter 110, Section 5 of the General Laws, as amended, the undersigned hereby do that a business under the title:

RIDENOW MASSACHUSETTS LLC, d/b/a REVOLUTION ROAD HARLEY-DAVIDSON  
West Bridgewater, MA 02379


is conducted at: 751 N. MAIN ST

PHONE : 214-617-3142

EMAIL: roxy@rumbleon.com

By the following named person(s).

CAMERON TKACH, 901 W. WALNUT HILL LN #110A, IRVING, TX 75038  
FULL NAME (PLEASE PRINT) (RESIDENCE)

  
(SIGNATURE HERE)

State of Texas  
The Commonwealth of Massachusetts  
Dallas  
PLYMOUTH ss.

Date: 8/5/24

On this 5<sup>th</sup> day of August 2024 before me, the undersigned, personally appeared CAMERON TKACH (name of d signer), proved to me through satisfactory evidence of identification, which were Drivers License, to person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are and accurate to the best of (his OR her) knowledge and belief.

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and is renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

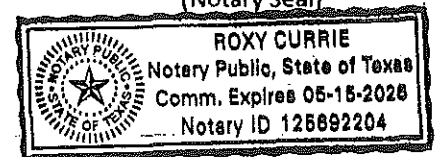
Business Certificate Expiration Date: 05-15-2026

  
SIGNATURE OF NOTARY

  
TOWN CLERK PRINT NAME and EXPIRATION DATE  
(Town Seal)

Expires 8/5/2028

(Notary Seal)



WRITTEN CONSENT OF THE SOLE MEMBER  
IN LIEU OF AN ORGANIZATIONAL MEETING  
OF  
RIDENOW MASSACHUSETTS LLC

May 6, 2024

Pursuant to the provisions of the Delaware Limited Liability company Act, Section 18 (the "Act"), the undersigned being the sole member (the "Member") of RideNow Massachusetts LLC, a Delaware limited liability company (the "Company"), does hereby consent to the following organizational actions:

Organizational Actions

**RESOLVED**, that the Certificate of Formation of the Company filed with the Delaware Secretary of State on May 6, 2024, is approved and adopted by the Member and ordered to be filed in the records of the Company.

**RESOLVED**, that the Operating Agreement substantially in the form presented to the Member for review is hereby adopted as the initial Operating Agreement of the Company, a copy of which is attached hereto as Exhibit "A" and that an executed copy of the Operating Agreement is ordered to be filed in the Company Records Book immediately following the certified copy of the Certificate of Formation.

**RESOLVED**, that the power to manage the affairs of the Company shall be vested in the managers (the "Managers") and the initial Managers shall be the following persons until such time as the Member may appoint a new Manager or Managers:

Michael W. Kennedy  
Cameron Tkach

**RESOLVED**, that each of the following persons are appointed to the offices of the Company set forth opposite their names below, to serve in such capacities until their successors have been duly elected, qualified and seated or until their earlier resignation, removal or death:

<u>Name</u>	<u>Title</u>
Michael W. Kennedy	President
Brandy Treadway	Secretary
Tom Zelewski	Vice President, Finance and Treasurer

**RESOLVED** that 100% of the Membership Interests representing ownership in the Company are hereby issued to the Member, and that receipt of consideration for such Membership Interests is hereby acknowledged.

**RESOLVED**, that the Member hereby ratifies all actions taken by Roxy Currie, as the Authorized Person who signed and filed the Certificate of Formation of the Company on its behalf.

**RESOLVED**, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary

or expedient for this Company to transact business, each Manager of the Company is hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein.

**RESOLVED**, that the Company is authorized to pay all charges and expenses incident to and arising out of the organization of this Company and to reimburse any person who has made any disbursements therefor.

**RESOLVED**, that each Manager of the Company, be and is hereby authorized, in the name and on behalf of the Company, to establish accounts with financial institutions located in such cities and states as such Manager, in his or her sole and absolute discretion, shall deem necessary or desirable, and that such accounts be established in accordance with and governed by the general rules and regulations of such financial institutions. The Member hereby adopts any resolutions required by such financial institutions in connection with such accounts.

#### **General**

**RESOLVED**, that in addition to and without limiting the foregoing, the Managers of the Company, be and are hereby authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of the Company, all such instruments and documents as the Managers, in his or her sole and absolute discretion, may deem appropriate in order to effectuate the purpose or intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be) and all actions heretofore taken by the Managers, officers, or agents of the Company in connection with the subject of the foregoing recitals and resolutions be, and hereby are, approved, ratified and confirmed in all respects as the act and deed of the Company.

**RESOLVED**, that any party receiving an executed copy, a facsimile or an electronic transmission, by e-mail, or similar medium in a PDF, DocuSign or comparable format, which contains an electronic image of the document and requisite signatures, of these resolutions may rely thereon.

*(Signature page follows)*

IN WITNESS WHEREOF the undersigned has executed this Written Consent as of date first above written.

**SOLE MEMBER:**

**RUMBLEON, INC.**

By: Michael W. Kennedy

Name: Michael W. Kennedy

Title: Chief Executive Officer

Exhibit "A" to Organizational Consent

Operating Agreement

(Attached)

## COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") is made on May 20<sup>th</sup>, 2024, by and between Monty's Realty LLC, having an address at 751 N Main St, West Bridgewater, MA 02379 ("Landlord A"), Moneghan Realty LLC, having an address at 715 N Main St, West Bridgewater, MA 02379 ("Landlord B", together with Landlord A, collectively, the "Landlord") and RideNow Massachusetts, LLC., having an address at 901 W Walnut Hill Ln, Suite 110 A, Irving, TX 75038 (the "Tenant"). The Landlord and the Tenant may each be referred to, individually, as a "Party" and collectively as the "Parties". The Landlord agrees to rent the Premises (defined below) to Tenant on the terms below.

2. **LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space, also referred to as the "Dealership":

Building A:  
751 N Main St  
West Bridgewater, MA 02379  
Approximately 7,700 square foot motorcycle dealership

The Landlord also agrees to lease to the Tenant the following described space, also referred to as the "Warehouse" (together with the Dealership, collectively, the "Premises"):

Building B:  
715 N Main St  
West Bridgewater, MA 02379  
Approximately 2,200 square foot storage & display sales, service, and office space

3. **USE.** The Tenant agrees to use the Premises for only for the following purposes:

Harley-Davidson Dealership to include new & pre-owned sales of Harley-Davidson motorcycles and other pre-owned powersports brands & segments, the sale of motor clothes, the performance of services, the storage of parts, accessories and other goods and for use as office space.

Any change in the above-mentioned uses shall be permitted only with the Landlord's prior written consent.

4. **TERM.** This Agreement shall be considered a Twenty-Four (24) Month Lease. The Tenant shall be allowed to occupy the Premises starting on the Commencement Date, which shall be the same day that the Buy/Sell of the existing business located at same address is finalized and shall continue for 24 months (such period of occupancy by the Tenant, the "Term"). This lease will automatically terminate, without penalty to Tenant, in the event the business Buy/Sell does NOT finalize/close.



5. **SECURITY DEPOSIT.** There shall be no deposit required for the successful performance of this Agreement by the Tenant.

6. **RENT.** During the Term, the Tenant shall pay the Landlord \$12,000.00 per month as rent (the "Rent"). For clarity, the Tenant shall owe no "percentage rent". In addition to base "rent"; Tenant shall be responsible, by direct payment or reimbursement for the following: utilities, real estate taxes, and property maintenance at both locations. Tenant shall also reimburse Landlord for actual property/building insurance expense.

7. **PAYMENT INSTRUCTIONS.** The Tenant shall be obligated to pay the Landlord the Rent on the 1st day of the month (the "Due Date") by check or ACH.

8. **RENEWAL PERIODS.** The Tenant shall have no option to renew this Agreement.

9. **LATE FEE.** If the Rent is not paid within 10 days of the Due Date, a late fee of \$250.00 shall be applied to each occurrence.

10. **LIABILITY INSURANCE.** The Tenant is required to obtain general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

11. **PROPERTY EXPENSES.** In addition to the Rent, the Tenant shall be required to pay the following prorated property expenses:

**Common Area Maintenance (CAMs) and all normal, commercially accepted standards of maintenance and minor repairs to the building systems.** Repairs, not caused by the Tenant's actions or negligence, that exceed \$2,000 or 20% of the cost to replace the component shall be at the Landlord's discretion (repair or replace) and expense.

12. **DELIVERY OF PREMISES.** The Landlord agrees to deliver, and the Tenant agrees to accept delivery of, the Premises on the start date of the Term in the Premises' current condition, and Landlord confirms that all building systems are operational and current with common and normal maintenance schedules.

13. **PARKING.** The Landlord agrees to provide access to all designated parking spaces contained on the Premises. The Tenant shall not pay a fee for parking access.

14. **LEASEHOLD IMPROVEMENTS.** The Landlord allows the Tenant to make changes to the Premises under the condition that any changes made must be with Landlord's written approval.

15. **SUBLETTING.** The Tenant is allowed to sublet the Premises with Landlord's written approval.

**16. DEFAULT AND POSSESSION.** If the Tenant fails to perform or observe any terms, covenants, or conditions under this Agreement, the Landlord shall deliver to the Tenant a written notice to remedy said breach within 15 days or the minimum number of days required by state or local law, whichever is more. If the Tenant fails to remedy the breach within the applicable number of days, the Landlord shall have the right to terminate this Agreement and seek any remedies available by law.

**17. LICENSES AND PERMITS.** The Tenant must keep all necessary local, state, and federal permits on-site and present them to the Landlord, their agents, or government officials upon request.

**18. OBLIGATIONS OF TENANT.** The Tenant is responsible for maintaining the entranceway, minor repairs, waste removal, and overall cleanliness of the Premises. Any damage caused by the Tenant's negligence must be reported and repaired, with costs covered by insurance or the Tenant. The Tenant must comply with all laws and avoid keeping hazardous materials on the Premises.

**19. INSURANCE.** If the Tenant fails to obtain or maintain required insurance, the Landlord can obtain insurance and charge the Tenant. The Tenant should not keep items that could increase insurance premiums, and if its actions do increase premiums, the Tenant must cover the cost.

**20. DAMAGE TO LEASED PREMISES.** If damage not caused by the Tenant makes the Premises unfit for use, Rent will be adjusted or stopped until repairs are made. The Landlord's responsibility for repairs is limited to the insurance proceeds available for reconstruction.

**21. INDEMNIFICATION.** The Tenant must indemnify the Landlord against all liabilities arising from the Tenant's use of the Premises.

**22. BANKRUPTCY – INSOLVENCY.** If the Tenant becomes bankrupt or insolvent, the Landlord can terminate this Agreement and re-enter the Premises, and the Premises will not be considered an asset in any bankruptcy proceedings.

**23. SUBORDINATION AND ATTORNMENT.** The Tenant agrees to subordinate its lease rights under this Agreement to any mortgages on the Premises and to recognize any purchaser as the new Landlord in case of foreclosure or sale of the Premises.

**24. MISCELLANEOUS TERMS.**

- a. The Tenant must comply with all legal regulations, avoid hazardous activities, and obtain the Landlord's consent for signage.
- b. Pets are allowed only for disability needs.
- c. The Tenant accepts the Premises as per Section 12 and allows the Landlord entry for inspections or repairs.

25. **ESTOPPEL CERTIFICATE.** Upon request, the Tenant must provide a statement confirming the Agreement's status, any modifications, Rent payment status, and any Landlord defaults.

26. **WAIVER.** Waiver by Landlord of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

27. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state where the Premises is located.

28. **NOTICES.** Payments and notices shall be addressed to the following:

If to Landlord:  
Kathleen Moneghan  
508-612-4953  
751 N Main St  
West Bridgewater, MA 02379  
E-Mail: KA.Moneghan@yahoo.com

If to Tenant:  
RumbleOn  
214-669-4156  
901 W Walnut Hill Lane  
Suite 110a  
Irving, TX 75038  
carlos@rumbleon.com; AND legal@rumbleon.com ;

29. **AMENDMENT.** No amendment of this Agreement shall be effective unless reduced to writing and signed by the Parties.

30. **BINDING EFFECT.** This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenant and/or their respective successors, heirs, assigns, executors, and administrators.

31. **ATTACHMENTS.** There are no attachments incorporated herein.

32. **COUNTERPARTS.** This document may be executed in any number of counterparts that, when taken together, shall constitute a single, original agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

**Landlord**

Landlord A  
Monty's Realty LLC

By: *Kathleen A. Moneghan*  
Name: KATHLEEN A. MONEGHAN  
Title: MANAGER

Date: 05/23/24

Landlord B  
Moneghan Realty LLC

By: *Kathleen A. Moneghan*  
Name: KATHLEEN A. MONEGHAN  
Title: MANAGER

Date: 05/23/24

**Tenant**

RumbleOn, Inc.

By:  
Name:  
Title:

Date:

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to the original AGREEMENT is made this 14<sup>th</sup> day of August, 2024, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen ("Board"), hereinafter referred to as the "Town", and Michael Hutchinson of West Bridgewater, MA, hereinafter referred to as "Hutchinson."

**W I T N E S S E T H:**

WHEREAS, the Town and Hutchinson entered into a written Employment Agreement ("Agreement") on November 15, 2023, setting forth the terms and conditions of employment by the Town; and

WHEREAS, the Town and Hutchinson now desire to make certain changes in the terms and conditions of such Agreement;

NOW, THEREFORE, the Town and Hutchinson mutually agree as follows:

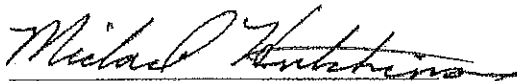
15. **WINTER STIPEND.** Hutchinson shall be available during winter storms or any other related storm events. During snow events, Hutchinson will have primary management of snow and ice removal. In lieu of accumulating compensatory time, Hutchinson shall receive a \$7,500 stipend payable the first payroll after May 1. Hutchinson agrees to, in good faith, minimize the usage of vacation/personal leave time during the months of November 1<sup>st</sup>- April 30<sup>th</sup>.

The remaining paragraphs of said written Agreement and any amendments made thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement in duplicate on the day and year first above written.

TOWN OF WEST BRIDGEWATER  
By its Board of Selectmen:

\_\_\_\_\_  
Jeffrey P. Ryan, Chairman

  
\_\_\_\_\_  
Michael Hutchinson  
Assistant DPW Director

\_\_\_\_\_  
Michael A. Perez, Vice Chairman

\_\_\_\_\_  
Marcie M. Lee, Clerk

COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2024 STATE PRIMARY

PLYMOUTH SS.

To the Constables of the City/Town of WEST BRIDGEWATER

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

**PRECINCTS ONE AND TWO**

**SPRING ST. SCHOOL  
2 SPRING ST., WEST BRIDGEWATER, MA**

on **TUESDAY, THE THIRD DAY OF SEPTEMBER, 2024**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS  
REPRESENTATIVE IN CONGRESS  
COUNCILLOR  
SENATOR IN GENERAL COURT  
REPRESENTATIVE IN GENERAL COURT  
CLERK OF COURTS  
REGISTER OF DEEDS  
COUNTY COMMISSIONER

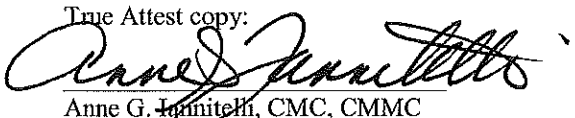
FOR THIS COMMONWEALTH  
EIGHTH DISTRICT  
SECOND DISTRICT  
NORFOLK, PLYMOUTH, & BRISTOL DISTRICT  
NINTH PLYMOUTH DISTRICT  
PLYMOUTH COUNTY  
PLYMOUTH DISTRICT  
PLYMOUTH COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Selectmen of: WEST BRIDGEWATER**

True Attest copy:

  
Anne G. Iannitelli, CMC, CMMC  
Town Clerk

\_\_\_\_\_  
Patrick Galligan, Constable  
Town of West Bridgewater

Pursuant to the within Warrant, I have this day notified and warned the inhabitants of the Town of West Bridgewater qualified to vote in elections and Town Affairs to meet at the time and place within mentioned by posting various attested copies of within Warrant at various location throughout precincts one and two fourteen days at least before the aforesaid State Primaries.

\_\_\_\_\_, 2024.  
Patrick Galligan, Constable  
Town of West Bridgewater

Minutes of the Board of Selectmen Meeting of Wednesday, June 26, 2024. Present were Jeffrey P. Ryan, Chairman, Michael A. Perez, Vice Chair and Marcie M. Lee, Clerk, also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room, 2<sup>nd</sup> Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

Also Present:

Jackson Christian, Demakis Law Offices  
Paula Bunker  
Eileen Prisco, James Johnson Representative  
Jay Kotak, Jaimin Corporation

Chairman Ryan called the meeting to order at 6:30 p.m.

Chairman Ryan stated that the meeting would be recorded and that some or all parts of the meeting may be used by our local access company to be shown on local access along with internet feeds and clips which may be used separately from the video of the entire meeting. A full recording of the meeting will be posted on the West Bridgewater Community Access Video On Demand website at <https://wb-cam.org/vod/>.

The Board led the Pledge of Allegiance.

Chairman Ryan continued from the last meeting of June 5, 2024 the Public Hearing for Jaimin Corp. dba The Corner Market located at 227 Matfield Street.

Mr. Perez **MOVED** to approve the Beer and Wine License transfer to Jaimin Corp. dba The Corner Market, Ms. Lee seconded and so voted unanimously.

Mr. Perez **MOVED** to close the Public Hearing, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to approve all the reappointments for Boards and Committees as presented, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to approve Rob Casper, Health Agent's contract as presented, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to reclassify Marianne Pierce from Principal Secretary to Head Secretary, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to approve the Meeting Minutes of May 6, 2024 and May 15, 2024, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to accept the Meeting Minutes of June 5, 2024 for review, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to defer to the ZBA for both site plan review and special permit applications for 630 Manley Street and 684-686 Manley Street, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to award the SERSG DPW Supply Contracts and the W.B. Mason Paper Contract for July 1, 2024 – June 30, 2025, Ms. Lee seconded and so voted unanimously.

Mr. Perez **MOVED** to accept Bob Bevis's resignation from the Historical Commission, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to appoint Hugh Hurley to the Historical Commission, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to remove Pamela Anderson-Livingston from the ADA Committee, Ms. Lee seconded and so voted unanimously.

Mr. Gagne informed the Board he wrote a letter of support for a Federal Grant to create the infrastructure to bring Verizon Fios to Town.

Mr. Gagne informed the Board of a contract with Fuss & O'Neill to build a Nature-Like Fishway.

Mr. Gagne informed the Board of the non-union compensation for FY25.

Mr. Gagne informed the Board that their next meeting is scheduled for July 24, 2024.

Mr. Gagne informed the Board of an addendum to S & M Painting Contract for ADA Accessibility Improvements.

Mr. Gagne thanked the Board and the Police and Fire Departments for their support while sending off Officer Kominsky.

Chairman Ryan stated, I would entertain a motion to enter into executive session, not to return to Open Session, for purposes of conducting a strategy session in preparation for negotiations with non-union personal, specifically the Building Commissioner.

**ROLL CALL VOTE: Perez, yes; Lee, yes; Ryan, yes.**

Meeting adjourned at 6:48 p.m.

---

Marcie M. Lee, Clerk

Respectfully submitted by Christine Eaton, Executive Assistant.

*List of documents included in the June 26, 2024 Meeting Packet:*



- *Application for a Beer & Wine Off Premise Liquor License transfer for Jaimin Corp. dba The Corner Market, 227 Matfield Street*
- *FY25 Appointments to Boards / Committees Reappointment List*
- *Robert Casper, Health Agent Contract*
- *Marianne Pierce from Principal Secretary to Head Secretary Reclassification Letter*
- *Meeting Minutes of May 6, 2024, May 15, 2024 and June 5, 2024*
- *ZBA – 684-686 Manley Street – Contractor Offices and Storage Yard Application*
- *Site Plan Review / Special Permit – Planning Board – 630 Manley Street – Contractor’s Storage Yard Application*
- *SERSG DPW Supply Contracts July 1, 2024 – June 30, 2025*
- *SERSG Contract for Paper with W.B. Mason Co., Inc. July 1, 2024 – June 30, 2025*
- *Bob Bevis’s Resignation Letter from the Historical Commission*
- *Hugh Hurley Application to the Historical Commission*
- *Letter Requesting Removal of Pamela Anderson Livingston from the ADA Committee*
- *Verizon Letter of Support for Broadband Infrastructure Grant Program*
- *Contract with Fuss & O’Neill, Inc. Agreement for Nature-Like Fishway*
- *Non-Union Compensation for FY25*
- *Addendum to S & M Contract for ADA Accessibility Improvements*

Minutes of the Board of Selectmen Meeting of Wednesday, July 24, 2024.  
Present were Jeffrey P. Ryan, Chairman, Michael A. Perez, Vice Chair and Marcie M. Lee, Clerk, also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room, 2<sup>nd</sup> Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

Also, Present:

Kerry Buckley, Water Department  
Kelley Cataldo, Water Department Applicant  
Tim Nixon, Chief of Police  
Fernando Colombo, Police Department Applicant  
Rafaela Colombo  
James McSherry, Shovel Town Brewery  
DeeDee Ponte, Vineyard Farm  
Elio Silva, Vineyard Farm  
Philip McNulty, DPW Applicant  
Michael Hutchinson, Assistant DPW Director  
Al Crockett

Chairman Ryan called the meeting to order at 6:30 p.m.

Chairman Ryan stated that the meeting would be recorded and that some or all parts of the meeting may be used by our local access company to be shown on local access along with internet feeds and clips which may be used separately from the video of the entire meeting. A full recording of the meeting will be posted on the West Bridgewater Community Access Video On Demand website at <https://wb-cam.org/vod/>.

The Board led the Pledge of Allegiance.

Chairman Ryan stated first on the agenda was to approve the one day liquor license for Shovel Town Brewery.

James McSherry, Shovel Town Brewery, informed the Board that Vineyard Farms will be hosting farm events where they will be serving beer and wine.

Mr. Perez **MOVED** to approve the one day liquor license for Shovel Town Brewery at Vineyard Farms on 8/2/24, 8/3/24, 8/4/24; 8/23/24, 8/24/24, 8/25/24; 9/6/24, 9/7/24, 9/8/24, Ms. Lee seconded and so voted unanimously.

Mr. Perez **MOVED** to ratify Philip McNulty's employment as DPW Director, Effective July 29, 2024, Ms. Lee seconded and so voted unanimously.

The Board thanked Mike Hutchinson for all his hard work at the DPW and for stepping up while in the absence of a Director.

Mr. Perez **MOVED** to ratify Bob Ross as DPW Foreman, effective July 29, 2024, Ms. Lee seconded and so voted unanimously.

Mr. Perez **MOVED** to ratify Fernando Colombo as Police Officer, effective July 25, 2024, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to ratify Kelley Cataldo's employment as Principal Secretary for the Water Department, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to approve the Meeting Minutes of June 5, 2024 and May 15, 2024, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to accept the Meeting Minutes of June 26, 2024 for review, Mr. Perez seconded and so voted unanimously.

Mr. Gagne reviewed the proposed Gas Canopy & Retail Store at 506 West Center Street and captured the Boards concerns.

The Board is concerned with proposed plan siting lack of turning space to access easement to Lincoln Street warehouse. It appears it will be difficult for large vehicles to make a right hand turn onto that access road.

Mr. Gagne reviewed the Lincoln Street Project and its history.

Mr. Perez **MOVED** to approve and sign the Order of Takings for the layout of a portion of West Center Street, Lincoln Street, and Crescent Street, as described in the proposal and make awards pursuant to the orders to the impacted properties, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to approve and sign the Roadway Alteration & Easement Plan titled "Alteration & Easement Plan, West Center Street & Lincoln Street, West Bridgewater, Massachusetts," prepared by Silva Engineering Associates, P.C., dated July 17, 2024, as presented, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve and sign the amendment to the Tax Increment Financing Agreement between the Town of West Bridgewater and West Bridgewater Owner, LLC, dated April 30, 2021, as described in the proposal, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to approve and sign the Traffic Agreement between the Town of West Bridgewater and West Bridgewater Owner, LLC, as presented, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to approve the Swap Agreement - Real Estate Terms and Conditions between the Town of West Bridgewater and West Bridgewater Owner, LLC, as presented, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to allow Town Legal Counsel, the Town Administrator and the Town Planner to revise documents, orders and agreements as may be necessary without having any substantive change to the orders, takings or agreements, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to accept Jason Ross's resignation from the Mobile Home Rent Control Board, Mr. Perez seconded and so voted unanimously.

Mr. Gagne informed the Board that Employee Appreciation Day is scheduled for September 20, 2024 and suggested the Board host it at the COA. The Board agreed to the recommendation.

Mr. Gagne informed the Board of Economic Development Bond Bill requests to Senator Timilty.

Mr. Gagne informed the Board of the ADA Compliant Signage installed in Town Hall, paid for through a grant.

Mr. Gagne informed the Board that the sidewalk from War Memorial on River Street down to Howard Street is complete.

Mr. Gagne provided an FYI that the Building Commissioner, Michael White, gave his resignation at the end of June and David Moore has been filling in while they initiate the process of hiring a full time Commissioner.

Mr. Gagne informed the Board that their next meeting was scheduled for August 14, 2024.

Ms. Lee **MOVED** to adjourn, Mr. Perez seconded and so voted unanimously.

Meeting adjourned at 7:23 p.m.

---

Marcie M. Lee, Clerk

Respectfully submitted by Christine Eaton, Executive Assistant.

*List of documents included in the July 24, 2024 Meeting Packet:*

- One Day Liquor License for Shovel Town Brewery for Vineyard Farms*

- *Adam Doucette's Employment Letter*
- *Philip McNulty's Employment Letter*
- *Fernando Colombo's Employment Letter*
- *Kelley Cataldo's Employment Letter*
- *Meeting Minutes of June 5, 2024*
- *Meeting Minutes of June 26, 2024*
- *Site Plan Review / Special Permit –506 West Center Street – Gas Canopy & Retail Store*
- *Lincoln Street Development Overview:*
- *Vote to Sign Order of Takings*
- *Vote to Sign all Individual Easement / Takings*
- *Vote to Sign / Endorse Alteration and Easement Plan*
- *Vote to Sign TIF Amendment*
- *Vote to Sign Traffic Control Agreement known as Agreement Between the Town of West Bridgewater and West Bridgewater Owner LLC*
- *Vote to Sign Land Swap Agreement*
- *Lincoln Street Development Overview:*
  - *Vote to Sign Order of Takings*
    - *Vote to Sign all Individual Easement / Takings*
    - *Vote to Sign / Endorse Alteration and Easement Plan*
  - *Vote to Sign TIF Amendment*
  - *Vote to Sign Traffic Control Agreement known as Agreement Between the Town of West Bridgewater and West Bridgewater Owner LLC*
  - *Vote to Sign Land Swap Agreement*
- *Jason Ross's Resignation from the Mobile Home Rent Control Board*
- *Economic Development Bill Request to Senator Timilty*
- *Resignation of Mike White, Building Commissioner*
- *Notice of Interim David Moore, Building Commissioner*

**AGREEMENT FOR DESIGN, PERMITTING AND CONSTRUCTION SERVICES  
GRANT STREET CULVERT REPLACEMENT  
TOWN OF WEST BRIDGEWATER, MA**

THIS AGREEMENT, made this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023, by and between the Town of West Bridgewater, hereinafter designated as the "Owner", a Massachusetts municipal corporation duly established by law in the County of Plymouth and the Commonwealth of Massachusetts, with an address of 65 North Main Street, West Bridgewater, MA 02379, and Greenman-Pedersen, Inc. (GPI), a New York corporation licensed to perform engineering in the Commonwealth of Massachusetts, with an office at 181 Ballardvale Street, Suite 202, Wilmington, MA 01887, hereinafter designated as the "Consultant".

WHEREAS, the Owner through its Department of Public Works has identified upstream drainage issues in an area roughly bounded by North Elm Street, Copeland Street and Grant Street, said issues which may be the result of capacity constraints within the culvert under Grant Street; and

WHEREAS, after investigation of the stone box culvert under Grant Street, the structural condition of the box culvert requires a complete replacement of the structure; and

WHEREAS, the Owner has authorized the project and appropriated the necessary funds;

NOW THEREFORE, the Owner and the Consultant, for the consideration hereinafter named, agree as follows:

**SECTION 1 - SCOPE OF WORK**

The professional engineering services, which are specifically included in this Agreement, are as detailed in Attachment A (Scope of Work), Attachment B (Summary of Work Budget) and Attachment C (Design Cost Estimate) attached hereto and made a part hereof.

**SECTION 2 – COMPENSATION**

The Owner agrees to pay and the Consultant agrees to accept as full compensation for the work completed under the terms of this Agreement, fees and charges as follows:

- A. Services as summarized in Section 1 and detailed in Attachment A (Scope of Work), Attachment B (Summary of Work Budget) and Attachment C (Design Cost Estimate) shall be provided on an "hourly" basis.

The Owner will be invoiced on a monthly basis based on the actual work completed during the billing period. Billings will be based on a 3.0 multiplier on Employee Services direct labor, direct labor being defined as the actual hourly rate without any other additional costs paid to personnel engaged directly to perform services under this agreement. When requested, billings for construction observation can be provided and will be based on a 2.6 multiplier on Employee Services direct labor. The maximum direct labor rate shall not exceed \$85 per hour without permission from the Owner.

Non-salary expenses shall be invoiced at cost and include reasonable cost of transportation; printing; identifiable supplies; laboratory fees; and charges by reviewing authorities.

- B. It is agreed that the Work shall be paid for on a "time-and-materials" basis. For the purposes of determining a contract value, it is mutually agreed that services performed under the Agreement shall be limited to a Not-to-Exceed amount of \$59,515.00 as detailed in Attachment B (Summary of Work Budget) and Attachment C (Design Cost Estimate). This amount includes \$48,120.00 in labor (at multiplier) and \$11,395.00 in expenses and subconsultant services as detailed in Attachment B (Summary of Work Budget) and Attachment C (Design Cost Estimate).
- C. For outside services, which are rendered for the Consultant by other than its direct employees, the fee shall be the Consultant's direct cost. In regard to the use of sub-consulting services the Consultant may bring in to perform services for the Owner, the Owner must approve these services in writing before said services are rendered and the rate of compensation cannot exceed the rate or the maximum amounts shown Attachment B for said service.
- D. Transportation expenses for employees of the Consultant traveling in direct reference to the Project shall be rendered to the Owner at the IRS rate per mile current at the time of service.
- E. Interim payments shall be made monthly to the Consultant as the Consultant performs said Work. It is understood and agreed that the Consultant will be paid only for Work performed by it and its employees under this Agreement as long as the Consultant can provide a detailed breakdown to the Owner that this Work was performed in the current billing cycle. Work rendered by the Owner's employees will be at no cost to the Consultant and the Consultant will receive no payment therefore. Payment for Invoices received from the Consultant for Work performed under the contract is due no later than 60 days from the time of submittal.

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. The Owner and Consultant shall endeavor to negotiate disputes between them in good faith for a period of 30 days from the date of Owner's notice to the Consultant of the disputed item(s) in the invoice.

Records and documents prepared by the Consultant under this Agreement shall become property of the Owner. The Consultant shall retain a copy of the data for its professional use.

- F. Attachment C (Design Cost Estimate) shall have each work item identified with a budget amount. In the event the Consultant wishes to spend more funding than that which is identified in that work item, the Consultant must follow the terms and conditions of paragraph H, below. Invoices shall not be accepted for payment if the amount requested exceeds the budgeted amount in the approved Professional Services Cost Matrix.
- G. The Consultant shall not be required to provide any Work under this Agreement that is outside of the Limits of Work as described in Attachment A (Scope of Work) and that will result in the Not-to-Exceed amount being exceeded, without first amending this Agreement in writing.

- H. The Consultant must provide the service specified in the Scope of Work identified in Attachment A (Scope of Work) for the amount specified in Attachment B (Summary of Work Budget) and Attachment C (Design Cost Estimate). In the event that the Not-to-Exceed fee and authorized contingency has to be exceeded for reasonable cause, the Owner and the Consultant shall mutually revise it by written amendment to this Agreement. Increases to amounts in Attachment B (Summary of Work Budget) and Attachment C (Design Cost Estimate) shall not be granted unless unforeseen issues or changes in scope of work cause additional work for the Consultant.

### **SECTION 3 – DESIGN STANDARDS**

The Consultant shall prepare the design in accordance with Federal Highway Administration (FHWA) and American Association of State Highway and Transportation Officials (AASHTO) guidelines and the latest version of the following MassDOT documents: Bridge Manual; Project Development and Design Guide; Standard Specifications for Highways and Bridges; the Construction and Traffic Standard Details, Scope of Work for Right-of-Way Plans; and Survey Manual. The design shall also be prepared utilizing editions of the following documents: American Standards for Nursery Stock; Manual on Uniform Traffic Control Devices; AASHTO Guidelines for Highway Lighting Design, and the Massachusetts Architectural Access Board rules and regulations, as applicable.

These documents are incorporated into this Agreement by reference.

### **SECTION 4 - SCHEDULE FOR COMPLETION**

The Consultant agrees to proceed with the Work described herein immediately upon receipt of a Notice to Proceed or by signing this Agreement by the parties and to complete the Work in accordance with the schedule requirements detailed below, weather permitting. It is noted that third party review periods are an estimate only, and that although the Consultant shall attempt to expedite these reviews, their schedule is beyond the control of the Consultant.

<u>MILESTONE</u>	<u>TIMEFRAME</u>
Wetlands Flagging/Survey and Base Mapping	6 Weeks
Preliminary (90%) Design / NOI Submission	8 Weeks
Final (100%) Submission/Bid Documents	2 Weeks
Project Advertisement*	March 27, 2024
Bids Due	April 18, 2024
Award of Contract/Notice to Proceed	July 1, 2024
Construction Period	August – October, 2024

\*Advertising date may be flexible to meet Town Meeting deadline.

The Consultant shall not be responsible for failure to perform or for delays in the performance of the Work under this Agreement, which arise out of causes beyond the control and without fault or negligence of the Consultant, including, without limitation, delays caused by permitting requirements, permitting appeals, required land acquisition, review periods by third parties, Owner, fire or other casualty, governmental action, inability to obtain material, or Acts of God. The Consultant shall immediately notify the Owner in writing in the event that a delay affects the schedule for completion.



#### **SECTION 5 - SUCCESSORS AND ASSIGNS**

The Owner and the Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to the covenants, terms and conditions of this Agreement. The Consultant shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the Owner.

#### **SECTION 6 – TERMINATION**

The Owner may terminate this Agreement by seven (7) days written notice to the Consultant. Compensation and reimbursement due the Consultant up to the date of termination shall be paid to the Consultant by the Owner. Such payments shall not exceed the fair value of the Work as the Owner and Consultant may mutually agree.

By written notice to the Owner, the Consultant may terminate this Agreement ninety (90) days following written notice to the Owner from the Consultant of any default by the Owner under the Agreement, unless the Owner shall have failed to remove such default within said ninety (90) days. Upon such termination by the Consultant, compensation and reimbursement payable to the Consultant in accordance with the terms of the Agreement up to and including the date of termination shall be paid to the Consultant by the Owner. Such payments shall not exceed the fair value of the Work as the Owner and Consultant may mutually agree.

Upon termination or completion of the Work under this Agreement, the Consultant shall immediately return to the Owner without limitation the documents, plans, drawings, tools and items of any nature whatever supplied to the Consultant by the Owner or developed by the Consultant in accordance with this Agreement.

#### **SECTION 7 – WARRANTY, LIABILITY, AND INDEMNIFICATION**

The Work rendered by the Consultant shall be performed in accordance with generally accepted Engineering practices. Estimates, recommendations, opinions, and decisions of the Consultant shall be based upon the information furnished and presently in possession, without acknowledging or confirming the veracity thereof, and upon the Consultant's experience, technical qualifications and professional judgment.

The Consultant agrees that, prior to the commencement of the Work pursuant to the Agreement, the Consultant shall provide to the Owner a Certificate of Insurance showing that the Consultant has in full force and effect a policy or policies of insurance against errors and/or omissions due to professional negligence of the Consultant in the amount of \$2,000,000. The Consultant agrees to keep said insurance (or the equivalent) in full force and effect throughout the full term of the Agreement and for a period of three (3) years subsequent to the expiration of the full term of the Agreement. The Consultant shall immediately inform the Owner of any potential design error or omission at the time of occurrence, and the Owner shall have complete access to the documents to make an independent determination of the alleged design error or omission. The Consultant shall maintain general liability insurance in such amounts as approved by the Owner naming the Owner as an additional insured. Insurance policies shall be written by companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Owner. The Owner shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing such coverages shall be provided to the Owner upon the execution of this Agreement.

Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination. Attachment D provides the Certificate of Insurance for the Work.

The Consultant shall indemnify and hold the Owner harmless from and against claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Consultant's breach of this Agreement or the negligence or misconduct of the Consultant, or the Consultant's agents or employees.

#### SECTION 8 - MISCELLANEOUS PROVISIONS

This Agreement represents the entire and integrated Agreement between Owner and the Consultant and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against either the Owner or the Consultant.

In the implementation of the Work identified in Attachment A (Scope of Work), the Consultant agrees that the personnel assigned to work on these plans shall have a working knowledge of the design requirements of MassDOT and shall follow those requirements.

The Consultant shall comply with the Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining the necessary licenses, permits, and approvals required for the performance of such work.

Notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Consultant submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Signature Page

IN WITNESS WHEREOF, the OWNER has caused these presents to be signed by its duly authorized agents for the purpose, and CONSULTANT has caused these presents to be signed by its duly authorized representative, on the day and year first written above.

In the presence of:

THE TOWN OF WEST BRIDGEWATER, MA

\_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

In the presence of:

GREENMAN-PEDERSEN, INC.

\_\_\_\_\_ By Alfonso J. Osorio  
Signature of Officer of Company and Title

Approved as to the Availability of Funds:

\_\_\_\_\_  
Town Accountant

ATTACHMENT A

SCOPE OF WORK

## ATTACHMENT A SCOPE OF WORK

### *I. GENERAL*

For the purposes of this Agreement, the work shall include the services necessary for the replacement of the existing 3' x 4' stone box culvert under Grant Street in the Town of West Bridgewater, MA. The work shall be performed in conformance with the standards, policies, and procedures of the Massachusetts Department of Transportation (MassDOT) and the Town of West Bridgewater. It is anticipated that only local review is required.

The existing dry-stone culvert is currently in poor condition with gravel and fines apparently washing out from the roadway bed into the culvert. In addition, there is minimal slope to the culvert from north to south, as well as to the stream bed on both sides. As a result, the culvert often becomes clogged with silt which hinders the upstream watershed from draining properly. The watershed draining to the culvert is roughly bounded by North Elm Street, Copeland Street and Grant Street. The unnamed intermittent stream generally flows in a north-south direction through the area.

The project proposes to replace the existing box culvert with a concrete box culvert of similar size. In addition, the existing non-compliant wood post-and-rail guardrail system would be replaced. As some minor roadway grade changes may be required, the work would also include pavement reconstruction for approximately 100 feet on each side of the culvert crossing, including the intersection with Tiffany Circle.

### *II. SCOPE OF SERVICES*

The Consultant shall prepare the plans, details, estimate and relevant design elements. Submittals will be presented to the Town for review and comment at the Preliminary (90%) and Final (100%) Design Stages. The work is anticipated to include, but not necessarily be limited to, survey and base plan preparation, wetlands delineation and environmental permitting, and preparation of construction plans, specifications, estimate and bidding documents for construction. Construction administration and observation services are also provided. The design shall incorporate MassDOT and Town of West Bridgewater standard details as applicable.

It is the Consultant's understanding that at this time, funding of the design and construction of the proposed improvements will be with local and/or Chapter 90 funds, and no state approvals are required. Submissions to MassDOT are not anticipated or necessary.

#### **Task 1: Meetings and Communications**

The Consultant will be available to meet with various local officials and boards as needed. This shall include attendance at the public hearings associated with regulatory bodies including but not limited to Town of West Bridgewater Conservation Commission. A total of three (3) meetings have been provided for in this Agreement.

## Task 2: Survey and Base Mapping

The Consultant, through its subconsultant (Reed Land Surveying, Inc.), will conduct all necessary topographic survey within the limits of the Project. It should be noted that Grant Street is an ancient variable-width way with no established layout. It will be necessary to establish a layout in order that the upstream and downstream culvert and walls are within the layout.

In addition, the survey will extend approximately 100 feet both upstream and downstream of the Grant Street culvert. In the vicinity of the culvert, there is little positive grade difference, resulting in soil being deposited within the culvert. Spot elevations obtained from the survey will determine if the drainage ditch can be re-graded to provide better positive flow.

As part of the survey, the subconsultant will establish horizontal and vertical control, locate all existing surface detail including but not limited to signs, utility poles, hydrants, retaining walls, curbs, driveways, trees, and mailboxes within the scope of work. The subconsultant will locate the existing edge of pavement and roadway shoulders, and approximate locations of underground utilities. The survey will provide information at all driveways and walks.

The subconsultant also will conduct research of all available existing assessors' maps, roadway layout information, parcel information, and deed information secured from town and county records. All survey data acquired will be plotted on a base plan (scale 1 inch = 20 feet or as suitable for design).

A base plan will be prepared from the information gathered from the field survey. The plan will include physical features that accurately depict the existing condition of the project area. The information shall include but is not limited to the following:

- Surface Utilities – Field survey of locations of utility poles and guy wires, including overhead wires. The front (street) face of the poles shall be used for reference.
- Drain System - Size, type, condition, and direction of flow of the culvert, including invert of inlet and outlet.
- Wetland flags, as located by a subconsultant retained by the Consultant.
- Spot elevations at critical locations and at changes in slope.
- Existing contours shown as dashed lines at 1-foot intervals and labeled at 2-foot intervals.
- Trees (including type of tree and diameter), shrubs, grass and planted areas. Tree symbol in CADD shall be proportional to actual size.

### **Task 3: Development and Submission of Preliminary (90%) Design Plans**

A Preliminary Design (approximately 90% complete) will be prepared and submitted for the replacement of the existing stone box culvert and associated roadway improvements. It is anticipated that the proposed box culvert will be of similar size to the existing culvert but would provide for increased flow due to the blockage that exists in the current culvert.

It is anticipated that work on Grant Street will be limited to full depth construction in the immediate vicinity of the crossing, with either pavement reconstruction or pavement overlay on both sides of the crossing to blend any changes in elevation due to possible height increase of the culvert.

Preliminary design plans will include a Title Sheet, General Legends and Notes, Typical Sections and Details, General Construction Plan (to include curb ties), Drainage Plan, Traffic Signing and Pavement Marking Plan (if needed) and a Temporary Traffic Control During Construction Plan. Cross sections will be developed at 50-foot to determine impacts on adjacent properties and to Tiffany Circle. It is assumed that during the installation of the proposed culvert, traffic will be detoured around the site.

Dimensions, elevations, and other general characteristics of the culvert will be provided, but detailed plans would be provided by the contractor as is customary practice.

Supplementary specifications to MassDOT's "Standard Specifications of Highways and Bridges" (latest edition) in the form of Special Provisions.

The Consultant will prepare a detailed construction cost estimate including unit prices and quantities for the work proposed. Unit items will reference MassDOT's *Standard Specifications for Highways and Bridges*. Standard MassDOT average unit bid prices will also be utilized in preparation of the estimate.

The Preliminary Design shall be submitted to the Owner for review and approval.

### **Task 4: Environmental**

#### **Wetland Resource Area Flagging**

The Consultant, through its subconsultant (LSC Environmental Consulting) will perform the following within the project area:

1. To the extent feasible depending upon private property restrictions, the subconsultant will delineate pertinent wetland boundaries for the presence of wetland resource areas subject to jurisdiction under the Massachusetts Wetlands Protection Act (the "Act"; M.G.L. c. 131, § 40) and regulations (the "Regulations"; 310 CMR 10.00 et seq.), the West Bridgewater Wetlands Bylaw and Section 404 the U.S. Clean Water Act.

2. The subconsultant will conduct this work in accordance with its Standard Operating Procedures, and delineations will be conducted in accordance with the above-referenced statutes and regulations and associated policy and guidance.
3. The boundary of Bordering Vegetated Wetlands ("BVW"), or in the absence of BVW, Bank will be delineated in the field with consecutively numbered surveyor's flagging or ground flags, as appropriate.
4. Hydrologically isolated vegetated wetlands will be delineated based upon applicable federal criteria or local criteria. The wetland boundary will be documented in accordance with applicable regulation, policy, and guidance.
5. A memorandum with a rough sketch of flag locations and transect locations will be provided to the Consultant to facilitate field location and identify pertinent wetland resource areas that are present on the site. Survey of wetland flagging will be performed by the Consultant.
6. The subconsultant will prepare a wetland resource evaluation report to supplement any filing that may be made with the West Bridgewater Conservation Commission and other regulators.

#### Notice of Intent

The Consultant will perform the following within the project area:

1. Prepare and submit a Notice of Intent Application and supporting documents under M.G.L Chapter 131, Section 40 and any local wetlands protection bylaw and regulations.
2. Prepare erosion control details and general notation requirements for construction phase stormwater management and soil stabilization.
3. Prepare a description of the construction impact mitigation and erosion controls.

#### **Task 5: Final (100%) Design**

After review of the Preliminary (90%) Design by the Town, the Consultant will prepare the Final (100%) Design Submission. The submission will be a complete set of plans, specifications and estimate for advertisement.

The Consultant will prepare a detailed construction cost estimate including unit prices and quantities for the work proposed. All unit items will reference the MassDOT's latest *Standard Specifications for Highways and Bridges*.

The Consultant will prepare supplementary specifications to MassDOT's latest *Standard Specifications for Highways and Bridges* in the form of Special Provisions. Relevant sections of the Town of West Bridgewater's specifications shall be incorporated.



#### **Task 6: Bid Documents/Bidding**

After review of the Final (PS&E) Design by the Town, the Consultant will revise the plans based on comments and prepare the Bid Documents. In addition to the plans and specifications, the bid documents will include a bid form, prevailing wage rates, general conditions, and other documents to allow the town to advertise the project.

The Consultant will also assist the town in advertising and obtaining bids for the project and, where applicable, maintain a record of prospective bidders to whom Bid Documents have been issued. The Consultant also will attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the Bid Documents. In addition, The Consultant will:

- Issue Addenda as appropriate to clarify and correct or change the Bidding Documents;
- Provide information or assistance needed by Project Team in the course of any negotiations with prospective contractors;
- Consult with the Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bid Documents; and
- Attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating Bids or proposals and in assembling and awarding contracts for work

#### **Task 7: Construction Oversight**

The Consultant will provide construction administration and part-time observation services during construction of the project. The Consultant will:

- Attend required pre-construction conference;
- Review and approve or deny shop drawings and change orders;
- Review and approve contractor's pay requisitions;
- Prepare punch list(s) upon substantial completion of the project, and
- Final close-out of the project.
- Provide full time construction oversight during certain identified construction activities. For the purposes of this Agreement, a total of 44 hours has been appropriated towards construction oversight, including 12 hours of part-time construction observation.

### *III. Exclusions*

The following exclusions to the Agreement, not hereinbefore stated, are noted:

- A. It is assumed that all work will be performed within the Grant Street, an "ancient way", with the layout to be established by the subconsultant based on research and lines of occupation. Preparation of plans to show temporary and/or permanent drainage easements and/or rights-of-entry that may be required are not included in this Agreement.
- B. It is assumed that proposed landscaping will be limited to loam and seed.
- C. It is assumed that a rare species evaluation or study will not be required, nor any additional environmental permitting except for the work specifically noted in Section II. It is assumed that the project will be Fee Exempt under the WPA, as the applicant will be the Town of West Bridgewater.
- D. It is assumed that the construction will be funded with local (Chapter 90) monies. Should the bridge be eligible for federal/state funding, the design process will need to be modified, and an amendment or new Agreement will be required.
- E. It is not anticipated that the work will require meeting with the Massachusetts Environmental Policy Act (MEPA) Unit, as the project does not appear to trigger any of the MEPA thresholds (unless an appeal of the Order of Conditions is made).
- F. A Geotechnical Report is also not anticipated.
- G. As the unnamed intermittent stream is not a navigable waterway, it is assumed that it is not subject to review under Massachusetts General Law Chapter 91 nor subject to permitting from the Army Corps of Engineers.
- H. It is assumed that the culvert and any walls that may be required will be within the layout of Grant Street (see above). A plan showing permanent easements is not included in this Agreement. It is assumed that rights-of-entry will be used if temporary construction impacts are outside of the Grant Street layout.
- I. The preparation of wetland restoration plans is excluded. It is anticipated that the work will only disturb small areas on a temporary basis. It is understood at this time, that the total wetland resource impact area will not exceed 5,000 square feet and that a MassDEP 401 Water Quality Certification and a U.S. Army Corps of Engineers (USACOE) Section 404 Individual Permit will not be required.
- J. The Scope of Work is limited to the area of the Grant Street culvert crossing and approximately 100 feet upstream and downstream of Grant Street. Additional work on the abutting upstream property that may be required to alleviate drainage problems are not included.

ATTACHMENT B

SUMMARY OF WORK BUDGET

**ATTACHMENT B**  
**SUMMARY OF WORK BUDGET**

**LABOR**

<b><u>ITEM</u></b>	<b><u>COST</u></b>
Task 1 - Meetings and Communication	\$ 2,400.00
Task 2 - Survey and Base Mapping	See Expenses
Task 3 - Preliminary (90%) Design	\$ 22,080.00
Task 4 - Environmental Coordination and Permitting	\$ 7,770.00
Task 5 - Final (100%) Design	\$ 5,760.00
Task 6 - Bidding and Negotiation	\$ 5,160.00
Task 7 - Construction Oversight	<u>\$ 5,020.00</u>
<b>Subtotal</b>	<b>\$ 48,190.00</b>

**EXPENSES**

<b><u>ITEM</u></b>	<b><u>COST</u></b>
Survey and Base Mapping (Subconsultant)*	\$ 8,495.00
Wetlands Delineation and Mapping (Subconsultant)**	\$ 1,500.00
Mileage, Printing and Miscellaneous	\$ 350.00
Permit Fees and Legal Ads	\$ 750.00
Material Testing (Construction)	<u>\$ 300.00</u>
<b>Subtotal</b>	<b>\$ 11,395.00</b>

<b>TOTAL</b>	<b>\$ 59,585.00</b>
--------------	---------------------

\*Reed Land Surveying, Inc.

\*\*LSC Environmental Consulting



# Design Fee Estimate

Project: Grant Street Culvert Replacement  
Location: Grant Street  
Town, State: W. Bridgewater, MA

Proj. #: MAX-2016121.09  
Date: 8/30/2023  
Prepared By: JRN

PHASES	Project Director	Project Manager	Project Engineer	Engineer	Designer	Assistant Designer	Task Budget
Hourly Rate for each employee x 3.0	\$ 240.00	\$ 195.00	\$ 165.00	\$ 135.00	\$ 115.00	\$ 100.00	
Task 1: Project Meetings and Communication							
Meetings		4		12			\$ 2,400.00
Subtotal Hours		4		12			16
Subtotal Costs	\$ -	\$ 780.00	\$ -	\$ 1,620.00	\$ -	\$ -	\$ 2,400.00
Task 2 - Survey and Base Mapping							
Detail Field Survey	See Expenses, below.						
Base Plan Preparation & Research							
Task 3 - Preliminary (90%) Design							
Title Sheet and Index/Legend Sheets			1			0	\$ 965.00
Typical Sections & Details		1	4	4			\$ 1,395.00
Construction Plan and Profile		2	4	12	12		\$ 4,050.00
Pavement Marking and Signing Plans						2	\$ 200.00
Drainage and Utility Plans	2	4	8	24	24		\$ 8,580.00
Traffic Management Plans		2			8		\$ 1,310.00
Cross Sections (Preliminary)		2		8	8		\$ 2,390.00
Estimate		2			16		\$ 2,230.00
QA/QC	4						\$ 960.00
Subtotal Hours	6	13	17	48	68	10	162
Subtotal Costs	\$ 1,440.00	\$ 2,535.00	\$ 2,805.00	\$ 6,480.00	\$ 7,820.00	\$ 1,000.00	\$ 22,080.00
Task 4 - Environmental Coordination and Permitting							
Wetlands Delineation and Report	See Expenses, below.						
Environmental Coordination		2		4			\$ 930.00
Environmental Permit Support & Plan Preparation		4	4	40			\$ 6,840.00
Subtotal Hours		6	4	44			54
Subtotal Costs	\$ -	\$ 1,170.00	\$ 660.00	\$ 5,940.00	\$ -	\$ -	\$ 7,770.00
Task 5 - Final (100%) Design							
Final Roadway Plan Edits		2	2			8	\$ 1,520.00
Final Estimate		2		4			\$ 930.00
Final Specifications	2	8	2		4		\$ 2,830.00
QA/QC	2						\$ 480.00
Subtotal Hours	4	12	4	4	4	8	36
Subtotal Costs	\$ 960.00	\$ 2,340.00	\$ 660.00	\$ 540.00	\$ 460.00	\$ 800.00	\$ 5,760.00
Task 6 - Bidding and Negotiation							
Bid Documents	2	4					\$ 1,260.00
Bid Phase Services		20					\$ 3,900.00
Subtotal Hours	2	24					26
Subtotal Costs	\$ 480.00	\$ 4,680.00	\$ -	\$ -	\$ -	\$ -	\$ 5,160.00
Task 7 - Construction Oversight							
Construction Administration		8			16		\$ 3,400.00
Construction Observation				12			\$ 1,620.00
Subtotal Hours		8		12	16		36
Subtotal Costs	\$ -	\$ 1,560.00	\$ -	\$ 1,620.00	\$ 1,840.00	\$ -	\$ 5,020.00
TOTAL HOURS	12	67	25	120	88	18	330
TOTAL COST OF LABOR	\$ 2,880.00	\$ 13,065.00	\$ 4,125.00	\$ 16,200.00	\$ 10,120.00	\$ 1,800.00	\$ 48,190.00
Expenses and Subconsultant Services							
Reed Surveying (Labor)	\$ 7,995.00						\$ 7,995.00
Reed Survey (Reimbursable Expenses)	\$ 500.00						\$ 500.00
LSC Env. - Wetlands Delineation and Report	\$ 1,500.00						\$ 1,500.00
Mileage, printing, and miscellaneous expenses	\$ 350.00						\$ 350.00
Permit Fees and Legal Ads	\$ 750.00						\$ 750.00
Material Testing (constr.)	\$ 300.00						\$ 300.00
Expenses Subtotal	\$ 11,395.00						\$ 11,395.00
TOTAL PROJECT							\$ 59,585.00

ATTACHMENT C  
DESIGN COST ESTIMATE

ATTACHMENT D  
CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		<b>CONTACT NAME:</b> Jeff Kozarsky <b>PHONE (A/C, No, Ext):</b> 516-869-8788 <b>E-MAIL ADDRESS:</b> jkozarsky@genattgrp.com <b>FAX (A/C, No):</b> 516-470-0338	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Starr Indemnity & Liability Company	
		<b>INSURER B:</b> XL Specialty Insurance Company	
		<b>INSURER C:</b> Berkley Insurance Company	
		<b>INSURER D:</b> Everest National Insurance Company	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 1777099393

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		1000025533221	12/31/2022	12/31/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		1000198539221	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000	Y		XC5CU00324-221	12/31/2022	12/31/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000002543 1000002541	12/31/2022 12/31/2022	12/31/2023 12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B C	Property Professional Liability			UM00082200MA22A AEC-905031302	12/31/2022 12/31/2021	12/31/2023 12/31/2023	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WY\* FOREGOING PER POLICY FORM

RE: Project Number: MAX-2016121.09; Project Name: West Bridgewater, MA - Grant Street Culvert

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Town of West Bridgewater is listed as additional insured as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION 30 day notice applies

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Town of West Bridgewater  
65 North Main Street  
West Bridgewater, MA 02379

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**MEMORANDUM OF AGREEMENT**  
**Between the**  
**TOWN OF WEST BRIDGEWATER**  
**And the**  
**LOCAL UNION 1700, STATE COUNCIL 93,**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**July 29, 2024**

The parties hereby agree, subject to ratification by their membership, and appropriation by Town Meeting, to a new Collective Bargaining Agreement for the period of July 1, 2020, through June 30, 2023, which shall carry forward all of the terms of the parties' most recently expired Collective Bargaining Agreement, except as modified by the following:

Section 9. Employees in the Water Department holding a water facility operator's license in the categories and grades set forth Collective Bargaining Agreement, shall Effective July 1, 2023, receive increase to each Grade by three hundred fifty dollars (\$350.00).

Grade 1

	<u>Eff. 7/1/23</u>	<u>7/1/24</u>	<u>7/1/25</u>
Distribution	2,100	2,100	2,100
Treatment	2,100	2,100	2,100
Distribution and Treatment	4,200	4,200	4,200

Grade 2

Distribution	2,600	2,600	2,600
Treatment	2,600	2,600	2,600
Distribution and Treatment	5,200	5,200	5,200

Grade 3

Distribution	3,100	3,100	3,100
Treatment	3,100	3,100	3,100
Distribution and Treatment	6,200	6,200	6,200

Grade 4

Distribution	4,100	4,100	4,100
Treatment	4,100	4,100	4,100
Distribution and Treatment	8,200	8,200	8,200

For the Town of West Bridgewater:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

For the West Bridgewater Local Union 1700, State  
Council 93, American Federation of State, County  
and Municipal Employees, AFL-CIO

*Paul Faria*  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: 31-July-2024

MEMORANDUM OF AGREEMENT  
Between the  
TOWN OF WEST BRIDGEWATER  
And the  
LOCAL UNION 1700, STATE COUNCIL 93,  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

April 4, 2023

The parties hereby agree, subject to ratification by their membership, and appropriation by Town Meeting, to a new Collective Bargaining Agreement for the period of July 1, 2023, through June 30, 2026, which shall carry forward all of the terms of the parties' most recently expired Collective Bargaining Agreement, except as modified by the following:

1. **Term of New Contract**

Amend Articles, cover page, footers, and all other provisions containing dates to reflect the agreed upon duration of the successor contract to the collective bargaining agreement that expires on June 30, 2023 to include the successor M.O.U. memorialized in the Memorandum of Understanding signed and dated.

2. **Amend Article 8 – Wages –Appendix A**

The compensation of each employee shall be increased in Appendix A as follows:

FY24 (7/1/23): 3%

FY25 (7/1/24): 3%

FY26 (7/1/25): 3%

Addition sixth step occurs at completion of ten years with a 2% increase

Addition seventh step occurs at completion of fifteen years with a 2% increase

3. **Section 9.**

Employees in the Water Department holding a water facility operator's license in the categories and grades set forth Collective Bargaining Agreement, shall Effective July 1, 2023, receive **increase to each Grade by three hundred fifty dollars.**

4. **Section 15 Winter Season Stand-By:**

Effective in FY 24 the Winter Season Stand –By Stipend will increase to \$1250.00

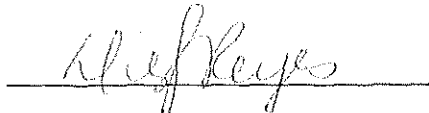
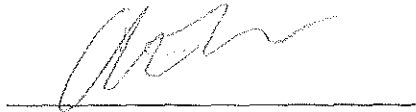
However any employee that has used more than six sick days in the prior calendar year shall receive no more than one thousand dollars total.

5. Amend Article 32-Termination

NEW Duration Period:

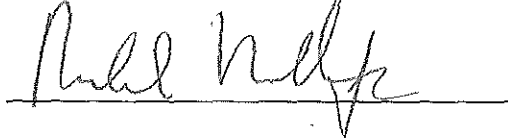
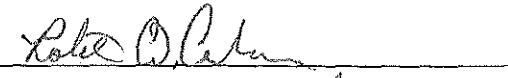
This Agreement shall become effective as of July 1, 2023, shall continue in full force and effect until June 30, 2026 and shall remain in full force and effect until a new Agreement is executed and implemented. If either party desires to amend, modify, or terminate this Agreement prior to the expiration thereof, it must send written notice to the other party prior to October 31<sup>st</sup> of the contract expiration year, otherwise, it shall continue from year to year.

For the Town of West Bridgewater:



Dated: 6/7/23

For the West Bridgewater Local Union 1700, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO



Dated: 4/5/23



Office of the  
Town Administrator

Town Hall  
65 North Main Street  
West Bridgewater, MA 02379  
508-894-1267  
Fax: 508-894-1269

To: Kathy Reed, Town Accountant  
From: David L. Gagne, Town Administrator  
RE: Appropriation Transfers  
Date: July 14, 2024

Pursuant to MGL Chapter 44 Section 33B the Board of Selectmen and the Finance Committee voted the following transfers for the FY 24 budget year:

Budget	Department	Amount	To	Budget	Department	Amount
9100	Benefits	\$133,875		1550	Data Processing	\$175.00
				4230	Snow and Ice	\$133,700
Total		\$133,875		Total		\$133,875

Board of Selectmen

---

---

---

Finance Committee

---

---

---

---

TOWN OF WEST BRIDGEWATER

Expense Control Report

Fiscal Year: 2024 Period From: 7 To: 6

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Available Balance	Percent Exp. Balance
Total Dept 2940	PARK DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 4215	PUBLIC WORKS	119,682.80	1,411,625.00	1,411,625.00	1,284,478.06	127,146.94	127,146.94	90.99
Total Dept 4230	HWY SNOW AND ICE CONTROL	0.00	91,300.00	91,300.00	224,917.53	(133,617.53)	(133,617.53)	246.35
Total Dept 4240	STREET LIGHTING	0.00	95,700.00	95,700.00	76,943.94	18,756.06	18,756.06	80.40
Total Dept 4330	SOLID WASTE DISPOSAL	9,505.53	358,646.00	358,646.00	309,586.38	49,059.62	49,059.62	86.32
Total Dept 4500	WATER DISTRIBUTION	89,548.54	1,981,685.00	1,981,248.57	1,843,060.17	138,188.40	138,188.40	93.03
Total Dept 4940	TREE WARDEN DEPARTMENT	0.00	400.00	400.00	0.00	400.00	400.00	0.00
Total Dept 5110	BOARD OF HEALTH	10,010.83	120,744.00	120,744.00	103,192.52	17,551.48	17,551.48	85.46
Total Dept 5260	A NEW DAY(FKA WOMENSPLACE CRISIS CENTER)	0.00	2,750.00	2,750.00	0.00	2,750.00	2,750.00	0.00
Total Dept 5270	BROCKTON AREA ARC	0.00	250.00	250.00	0.00	250.00	250.00	0.00
Total Dept 5280	OLD COLONY HOSPICE CARE	0.00	2,000.00	2,000.00	0.00	2,000.00	2,000.00	0.00
Total Dept 5410	COUNCIL ON AGING	42,504.18	381,439.00	381,439.00	352,242.47	29,196.53	29,196.53	92.35
Total Dept 5430	VETERANS SERVICES	4,001.61	67,376.00	67,376.00	36,000.64	31,375.36	31,375.36	53.43
Total Dept 6100	LIBRARY	47,956.84	566,327.00	566,327.00	559,961.01	6,365.99	6,365.99	98.88
Total Dept 6600	PLYMOUTH COUNTY EXTENSION SERVICE	0.00	200.00	200.00	0.00	200.00	200.00	0.00
Total Dept 6910	HISTORICAL COMMISSION	0.00	1,775.00	1,775.00	580.15	1,194.85	1,194.85	32.68
Total Dept 6920	VETERANS & MEMORIAL DAY	0.00	2,000.00	2,000.00	1,950.05	49.95	49.95	97.50
Total Dept 7100	RETIREMENT OF DEBT	0.00	1,960,598.00	1,960,598.00	1,960,184.74	413.26	413.26	99.98
Total Dept 7510	INTEREST ON LONG-TERM DEBT	0.00	824,095.00	824,095.00	814,094.92	10,000.08	10,000.08	98.79
Total Dept 7520	INTEREST ON SHORT-TERM DEBT	0.00	75,000.00	75,000.00	69,197.81	5,802.19	5,802.19	92.26
Total Dept 8200	STATE ASSESSMENTS & CHARGES	69,641.00	834,792.00	834,792.00	830,472.00	4,320.00	4,320.00	99.48
Total Dept 8300	COUNTY ASSESSMENTS & CHARGES	0.00	25,358.00	25,358.00	25,357.54	0.46	0.46	100.00
Total Dept 9100	EMPLOYEE BENEFITS	474,810.40	7,812,263.00	7,812,263.00	6,726,091.17	1,086,171.83	1,086,171.83	86.10
Grand Total		1,872,631.55	25,417,969.00	25,417,532.57	23,592,789.72	1,824,742.85	1,824,742.85	92.82

NOTE: One or more accounts may not be printed due to Account Table restrictions.

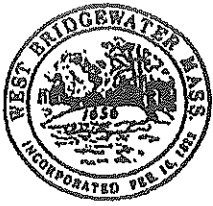


TOWN OF WEST BRIDGEWATER

Expense Control Report

Fiscal Year: 2024 Period From: 7 To: 6

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Available Balance	Percent Exp. Balance
Total Dept 1140	TOWN MODERATOR	0.00	788.00	788.00	405.00	383.00	383.00	51.40
Total Dept 1220	SELECTMEN	39,238.43	390,801.00	390,801.00	360,822.40	29,978.60	29,978.60	92.33
Total Dept 1230	TOWN PLANNER	26,165.14	279,597.00	279,597.00	254,903.33	24,693.67	24,693.67	91.17
Total Dept 1290	ADMINISTRATOR	40.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 1310	FINANCE COMMITTEE	0.00	3,100.00	3,100.00	826.40	2,273.60	2,273.60	26.66
Total Dept 1320	RESERVE FUND	0.00	67,000.00	67,000.00	0.00	67,000.00	67,000.00	0.00
Total Dept 1350	ACCOUNTANT	11,298.02	119,768.00	119,768.00	101,371.29	18,396.71	18,396.71	84.64
Total Dept 1410	ASSESSORS	37,329.16	264,159.00	264,159.00	223,346.27	40,812.73	40,812.73	84.55
Total Dept 1450	TREASURER-COLLECTOR	34,985.07	341,288.00	341,288.00	334,406.65	6,881.35	6,881.35	97.98
Total Dept 1510	TOWN COUNSEL	3,073.70	87,000.00	87,000.00	69,168.74	17,831.26	17,831.26	79.50
Total Dept 1550	DATA PROCESSING	27,179.82	125,313.00	125,313.00	125,487.35	(174.35)	(174.35)	100.14
Total Dept 1560	CABLE TV COMMITTEE	0.00	1,100.00	1,100.00	420.00	680.00	680.00	38.18
Total Dept 1610	TOWN CLERK	17,075.38	152,464.00	152,464.00	152,007.63	456.37	456.37	99.70
Total Dept 1630	ELECTION AND REGISTRATION	1,049.88	40,716.00	40,716.00	39,844.39	871.61	871.61	97.86
Total Dept 1710	CONSERVATION COMMISSION	8,952.12	88,053.00	88,053.00	81,743.71	6,309.29	6,309.29	92.83
Total Dept 1715	OPEN SPACE COMMITTEE	0.00	2,950.00	2,950.00	2,950.00	0.00	0.00	100.00
Total Dept 1720	AGRICULTURAL COMMISSION	0.00	600.00	600.00	427.80	172.20	172.20	71.30
Total Dept 1750	PLANNING BOARD	2,750.64	27,625.00	27,625.00	24,930.57	2,694.43	2,694.43	90.25
Total Dept 1760	BOARD OF APPEALS	0.00	6,256.00	6,256.00	5,723.48	532.52	532.52	91.49
Total Dept 1850	RENT CONTROL BOARD	0.00	4,647.00	4,647.00	353.63	4,293.37	4,293.37	7.61
Total Dept 1920	ADA	500.00	4,000.00	4,000.00	3,662.62	337.38	337.38	91.57
Total Dept 1930	INSURANCES	77,774.35	295,785.00	295,785.00	231,102.00	64,683.00	64,683.00	78.13
Total Dept 1940	TOWN HALL	1,776.50	71,275.00	71,275.00	56,766.53	14,508.47	14,508.47	79.64
Total Dept 1945	MUNICIPAL BUILDING NEEDS COMM	0.00	1,486.00	1,486.00	105.90	1,380.10	1,380.10	7.13
Total Dept 1950	WASTEWATER TREATMENT FACILITY	0.00	15,375.00	15,375.00	5,944.20	9,430.80	9,430.80	38.66
Total Dept 2100	POLICE DEPARTMENT	399,330.90	3,372,282.00	3,372,282.00	3,337,428.45	34,853.55	34,853.55	98.97
Total Dept 2200	FIRE DEPARTMENT	298,864.29	2,824,918.00	2,824,918.00	2,775,867.98	49,050.02	49,050.02	98.26
Total Dept 2410	BUILDING INSPECTOR	11,950.83	149,870.00	149,870.00	126,751.59	23,118.41	23,118.41	84.57
Total Dept 2420	INSPECTOR OF GAS & PLUMBING	2,359.26	24,439.00	24,439.00	21,821.84	2,617.16	2,617.16	89.29
Total Dept 2440	SEALER OF WEIGHTS & MEASURES	767.07	6,302.00	6,302.00	5,934.94	367.06	367.06	94.18
Total Dept 2450	INSPECTOR OF WIRES	2,509.26	24,439.00	24,439.00	23,921.84	517.16	517.16	97.88
Total Dept 2920	DOG OFFICER	0.00	8,250.00	8,250.00	6,032.09	2,217.91	2,217.91	73.12



## Planning Board

65 North Main Street  
West Bridgewater,  
Massachusetts 02379  
Telephone (508) 894-1200  
Fax (508) 894-1210

To: Board of Selectmen  
From: Planning Board  
Re: Notice to Convert Chapter 61A Land  
Bertarelli, Brothers  
Date: June 27, 2024

At the meeting on Wednesday, June 26, 2024 the West Bridgewater Planning Board held a discussion regarding the notice to convert the Chapter 61A Land located at Map 71, Lot 002, at 0 Maple Street by owners, Bertarelli Brothers.

The Board agreed by Unanimous vote to recommend to the Board of Selectmen that they **do not** exercise their right of first refusal to purchase this land.

Should you have any questions, please don't hesitate to contact us.

  
\_\_\_\_\_  
Hugh R. Hurley, Chairman

WBPB:dc





*West Bridgewater  
Conservation Commission*

65 North Main Street  
West Bridgewater, MA 02379  
Phone: 508-894-4073  
Fax: 508-894-1210



7/18/2024

Honorable Board of Selectmen  
Town of West Bridgewater  
65 North Main St.  
West Bridgewater, MA 02379

RE: Bertarelli Brothers property  
Maple Street  
West Bridgewater, MA

Dear Board Members:

The Conservation Commission discussed the letter from Attorney Warren at their meeting on July 16th. Having State designation as Prime Farmland Soils and being surrounded by Mass Fish and Wildlife property were a few of the reasons to see it stay as open space. Once farm land is lost you can never get it back. The Commission saw value in the property but it is not connected to any current Town owned Conservation property. With it being a property that is industrial zoned, in a remote location and it would not meet the Open Space Plan needs. The Commission felt that Town would be better to save its resources to preserve/acquire other parcels.

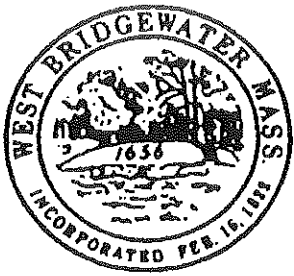
The Conservation Commission voted to not exercise the right of first refusal set forth in c.61A, s.14 of Massachusetts statutes.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tim Hay".

Tim Hay, Conservation Agent





# Town of West Bridgewater, Massachusetts

## BOARD OF ASSESSORS

TOWN HALL, 65 NORTH MAIN STREET  
WEST BRIDGEWATER, MASSACHUSETTS 02379

TEL. (508) 894-1212

FAX (508) 894-1202

PAULA M. BUNKER, Chairman  
CHERYL A. SMITH, Clerk  
DEBORAH CAULEY, Member

DANIELA NILSSON, MAA  
Principal Assessor

To: Board of Selectmen

From: Board of Assessors

Re: Notice of Intent to Convert Chapter 61A Land Use  
Locus: Maple Street - (Assessors Map 71 Lot 002)

Date: August 8, 2024

On August 7, 2024 the Board of Assessors discussed a Notice of Intent, submitted by Attorney Brent Warren on behalf of "Bertarelli Brother, Inc," of their intent to sell and convert a parcel of Classified Chapter 61A Land Use, located at 0 Maple Street - (known as Assessors Map 71 Lot 002), to a use other than its current Agriculture/Horticulture use.

Pursuant to MGL Chapter 61, the Board of Assessors is hereby notifying you that it has unanimously voted, of the two members present at the meeting, to recommend the Board of Selectmen **not** exercise the town's right of first refusal to purchase the above-referenced property.

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

June 12, 2024

Brent T. Warren, Esq.  
brentwarren@brentwarrenlaw.com  
Admitted in: MA

Board of Selectman  
Planning Board  
Conservation Commission  
Board of Assessors  
Assistant Town Administrator  
Town of West Bridgewater  
65 North Main Street  
West Bridgewater, MA 02379



Department of Conservation and Recreation  
Attn: State Forester  
10 Park Plaza, Suite 6620  
Boston, MA 02116

Via Postage Prepaid Certified Mail Return Receipt Requested

Re: Notice and Statement of Intent to Sell with Statement of Proposed Use – MGL Chapter 61A  
Section 14

Parcel ID# 71-002, a/k/a 0 Maple Street, West Bridgewater, MA 02379

To Whom It May Concern:

This Notice and Statement is to advise that Brent Warren Law, LLC represents Bertarelli Brothers, Inc., a Massachusetts corporation with a principal place of business at 65 Magnolia Ave., Brockton, MA 02301, and having a business phone number of (508) 588-0842, with regard to its ownership and proposed sale of the above-referenced parcel.

The land is shown as Parcel 002 on West Bridgewater Assessors Map 71; said premises containing approximately 9.02 acres; being more particularly described by deed recorded with Plymouth Registry of Deeds in Book 6591, Page 169. Bertarelli Brothers, Inc. has received a bona fide offer to purchase the land for the price of \$1,000,000.00 and intends to sell the herein referenced land to Ciaran Naughton or his nominee as per the terms and conditions of the Purchase and Sale Agreement dated April 24, 2024, a certified copy of which is submitted herewith. The Buyer's proposed use is to convert the land to a general contractor's storage yard with related vehicle operations thereto.

The owner has authorized me to write this letter pursuant to M.G.L. c. 61A, § 14 to request the Town of West Bridgewater along with Massachusetts State Forester act in accordance with the Statute. Thank you for your attention to this matter.


Very truly yours,



Brent T. Warren, Esq.

Enclosures

I, Brent T. Warren, Esq., a duly licesned attorney in good standing in the Commonwealth of Massachusetts, certify this document to be a true and accurate copy of the original Purchase and Sale Agreement dated April 24, 2024

  
Brent T. Warren, Esq.

STANDARD FORM  
PURCHASE AND SALE AGREEMENT

This Wed day 4 24 2024

1. PARTIES AND MAILING ADDRESSES

Bertarelli Bros., Inc. of 65 Magnolia Ave., Brockton, MA 02301

hereinafter called the SELLER, agrees to SELL and

Ciaran Naughton (or his nominee entity) of 663 Elm Street, Bridgewater, MA 02324  
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms  
hereinafter set forth herein:

2. DESCRIPTION

A certain parcel of land located on Maple Street. in West Bridgewater, Plymouth County, Massachusetts and being Parcel 002 as West Bridgewater Assessors Map 71; said premises containing approximately 9.02 acres; being more particularly described by deed recorded with Plymouth Registry of Deeds in Bk. 6591 Pg. 169

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES  
N/A

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from cumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said premises;



5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is register, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is ONE MILLION and 00/100 (\$1,000,000.00) dollars, of which

\$	50,000.00	dollars to be paid as a deposit upon signing of this Agreement
\$	950,000.00	dollars are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or Attorney IOLTA check.

---

\$	1,000,000.00	TOTAL
----	--------------	-------

8. TIME FOR PERFORMANCE DELIVERY OF DEED

Such deed is to be delivered on or before the later of the "Effective Date" which shall be May 30, 2024 or 30 days after the Town of West Bridgewater waives its Right of First Refusal under MGL Chapter 61A, at the conveyancing attorney's office unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE

At the time of the delivery of the deed, said premises to be then (a) in the same condition as they are now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Premises to be free of debris at time of closing.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give

within notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to the former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances of interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	*\$
(b)	as at present

16. ADJUSTMENTS

Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE

N/A

19. BROKER(S) WARRANTY

N/A

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Brent Warren Law, LLC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or a judgment of a Court of competent jurisdiction.

21. BUYER AND SELLER DEFAULT; DAMAGES

\$5,000.00 of the \$50,000.00 deposit paid hereunder shall be earned by the SELLER from the BUYER as of the execution of this Agreement, with the full \$50,000.00 deposit being credited towards the purchase price at the time for performance hereunder. Should the BUYER fail to fulfill the BUYER'S obligations herein for any reason other than SELLER'S inability or unwillingness to close, the \$5,000.00 earned out of the \$50,000.00 deposit made hereunder by the BUYER shall be the sole amount retained by the SELLER as liquidated damages and this shall be the SELLER'S sole and exclusive remedy at law or in equity with the \$45,000.00 remaining deposit being returned to the BUYER. In the event of a default by the SELLER, \$5,000.00 shall be the SELLER'S

default liquidated damages amount to the BUYER along with the return of the remaining \$45,000.00 deposit and this shall be the BUYER'S sole and exclusive remedy at law or in equity.

22. RELEASE BY HUSBAND OR WIFE

N/A

23. BROKER AS PARTY

N/A

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing,

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transition nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE

26. MORTGAGE CONTINGENCY CLAUSE

N/A

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. SMOKE DETECTORS

N/A

29. MGL CHAPTER 61A/ROLL BACK TAXES

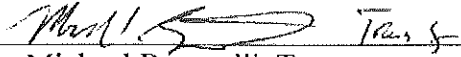
The parties acknowledge that the premises is subject to the provisions of MGL Chapter 61A and thereby the Town of West Bridgewater has a First Right of Refusal to purchase the premises under the terms and conditions of this Agreement and the repayment of roll-back taxes to the Town of West Bridgewater. The Seller agrees to promptly send notices as required under said Chapter 61A to the Town with copies of the executed Agreement. The sale contemplated herein is contingent upon the Town of West Bridgewater either



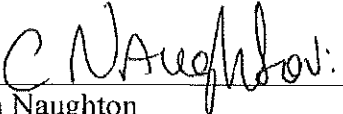
waiving its Right of First Refusal or the time period requiring said Town to act expiring. At time of closing the Buyer agrees to pay all of said roll-back taxes due on said premises.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Seller: Bertarelli Bros., Inc.

  
By: Michael Bertarelli, Treasurer

Buyer:

—  
  
Ciaran Naughton

## Unofficial Property Record Card - West Bridgewater, MA

### General Property Data

Parcel ID 71 002	Account Number
Prior Parcel ID	Property Location MAPLE ST
Property Owner BERTARELLI BROTHERS INC	Property Use HAY/GRAIN
Mailing Address 65 MAGNOLIA AVE	Most Recent Sale Date 2/19/1986
	Legal Reference 6591-169
City BROCKTON	Grantor BERTARELLI BROTHERS INC
Mailing State MA Zip 02301	Sale Price 0
Parcel Zoning N/A	Land Area 9.020 acres

### Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 2,255	Total Value 2,255
--------------	------------------	-----------------------	------------------	-------------------

### Building Description



Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units 0	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition N/A	Siding N/A	Air Conditioning 0%
Finished Area (SF) 0	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

### Legal Description

### Narrative Description of Property

This property contains 9.020 acres of land mainly classified as HAY/GRAIN with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with 0 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

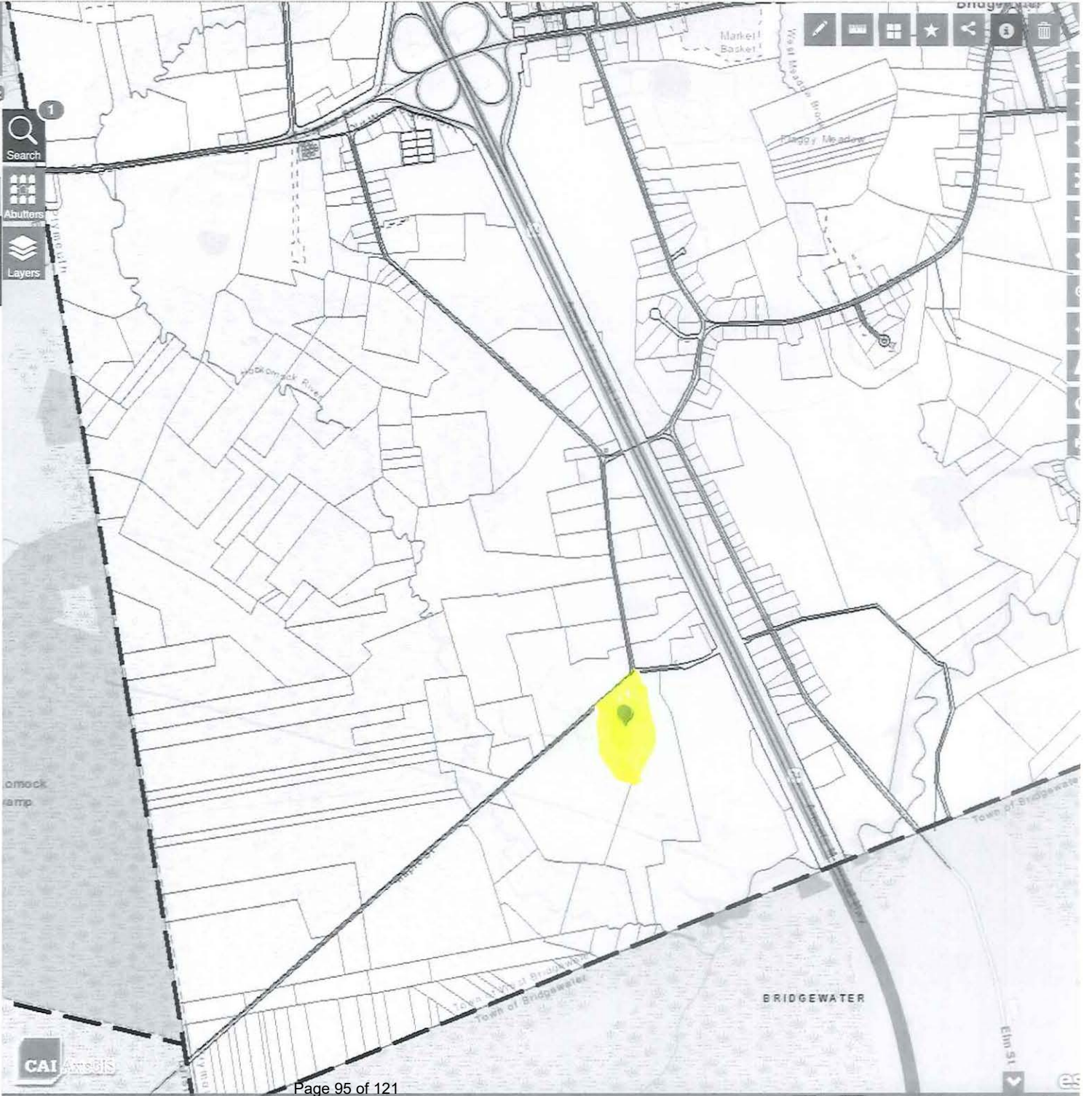
### Property Images

<p style="font-size: 1.2em; margin-bottom: 10px;">SKETCH</p> 	<p style="font-size: 1.2em; margin-bottom: 10px;">IMAGE</p> 
--	---

002 71  

 Report  Mailing Labels  Add/Remove  Zoom

Parcel #	Owner	Address
71-002	BERTARELLI BROTHERS INC	MAPLE ST



## AFFIDAVIT OF SERVICE

I, Brent T. Warren, Esq., hereby certify this 20<sup>th</sup> day of June 2024, that the following documents were sent to all parties named below in accordance with M.G.L. Chapter 61A, Section 14:

1. Notice and Statement of Intent to Sell with Statement of Proposed Use;
2. Certified copy of Purchase and Sale Agreement;
3. Unofficial Property Record Card from the Town of West Bridgewater;
4. Assessor's Map printout showing the location of the property; and
5. Affidavit of Service by Brent T. Warren.

The foregoing documents were sent via certified mail to the following:

Town of West Bridgewater  
Board of Selectman  
65 North Main Street  
West Bridgewater, MA 02379

Town of West Bridgewater  
Planning Board  
65 North Main Street  
West Bridgewater, MA 02379


Town of West Bridgewater  
Conservation Commission  
65 North Main Street  
West Bridgewater, MA 02379

Town of West Bridgewater  
Board of Assessors  
65 North Main Street  
West Bridgewater, MA 02379

Department of Conservation and Recreation  
Attn: State Forester  
10 Park Plaza, Suite 6620  
Boston, MA 02116

Town of West Bridgewater  
Assistant Town Administrator  
Linda A. Torres  
65 North Main Street  
West Bridgewater, MA 02379

Executed under the pains and penalties of perjury this 20th day of June 2024.



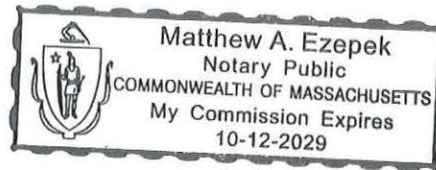
Brent T. Warren, Esq.

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this 20th day of June 2024, before me, the undersigned notary public, personally appeared Brent T. Warren, proved to me through satisfactory evidence of identification, which was personally know to me, to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

  
Notary Public: *Matthew A. Ezepek*  
My Commission Expires: *10-12-2029*







**LICENSE AGREEMENT**

This License Agreement (hereinafter the "License") made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between **TOWN OF WEST BRIDGEWATER**, a Massachusetts municipal corporation, with an address at 65 North Main Street, West Bridgewater, Massachusetts 02379 (hereinafter the "TOWN" or "Licensor") and **EVERSOURCE GAS COMPANY OF MASSACHUSETTS d/b/a EVERSOURCE ENERGY**, a Massachusetts corporation, having a place of business at 247 Station Drive, Westwood, MA 02090, and its successors and assigns, (hereinafter the "Licensee").

**WITNESSETH:**

WHEREAS, the TOWN is the owner of real estate located in the Town of West Bridgewater located at 7 & 29 Cyr Street, West Bridgewater, Plymouth County, Massachusetts and being identified as Lot 10 on the Town of West Bridgewater Tax Map Number 19 and as Lot 78 on the Town of West Bridgewater Tax Map Number 20 (hereinafter the "Property"). The portion of the Property located at 7 Cyr Street being partially shown and identified as a certain parcel owned by 'ROBERT A. REDMANN, 4.49 ACRES' on a plan of land entitled "PLAN OF LAND IN WEST BRIDGEWATER SHOWING TAKING BY TOWN FOR WATER SUPPLY PURPOSES", dated September 2, 1948, prepared by Hayward & Hayward, Surveyors, Brockton, MA, filed with the Plymouth County Registry of Deeds in Plan Book 7, Page 552, and the portion of the Property located at 29 Cyr Street being fully shown and identified as PARCELS 'H4/42' through 'H4/48', 'H4/61', 'G4/33-1', 'G4/34-1', 'G4/38', 'G4/39', & 'G4/65-1', TOTAL AREA = 38.10 +/- ACRES on a plan of land entitled "PLAN OF LAND IN WEST BRIDGEWATER, MASS., SHOWING PROPOSED TAKINGS PREPARED FOR THE WEST BRIDGEWATER BOARD OF WATER COMMISSIONERS", dated February 18, 1988, prepared by The Russell A. Wheatley Co., Inc., Land Surveyors and Engineers, filed with the Plymouth County Registry of Deeds as Plan No. 259 of 1988; and

WHEREAS, the Licensee has requested permission to enter from time to time, make necessary excavations, locate, relocate, erect, construct, reconstruct, add to, extend, repair, replace, maintain, operate, inspect or remove gas mains or lines and/or distribution systems for gas, together with all fittings, pipes, valves, equipment and other fixtures and appurtenances necessary or useful in connection therewith, including but not limited to any such installations constructed prior hereto by Licensee and/or its predecessors, more particularly described on a plan entitled "29 CYR ST, W. BRIDGEWATER, MA, PROJECT # FP# 98811 / WORK ORDER # 16749819", dated May 7, 2024, as revised through June 10, 2024, prepared by Eversource Energy, attached hereto as Exhibit A and incorporated herein by reference (collectively, the "Facilities"), in, on, across and/or under certain areas of the Property for the purpose of supplying natural gas to the Property; and

WHEREAS, Licensee has requested from the TOWN a license with respect to constructing, using, owning, operating and maintaining the Facilities within a portion of the Property, and the TOWN, approves the request and grant to Licensee permission and such a license for the purposes set forth herein, and hereby grants a right of entry and license to use the Property as outlined herein to the Licensee, subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein and intending to incorporate the foregoing recitals by reference, it is hereby agreed between the parties hereto and mutually agreed to as follows:

1. CONSTRUCTION, USE AND ACCESS:

A. Pursuant to this License, the TOWN permits the Licensee, its agents, representatives, contractors, licensees, invitees and employees the right of access to locate, construct, install, repair, maintain, operate, and replace the Facilities in, on and under certain areas of the Property, more specifically shown on a plan prepared by Eversource Energy, attached hereto as Exhibit A (hereinafter the "License Area"), together with all other reasonable rights of temporary workspace and ingress and egress on foot and by vehicle across adjoining portions of the Property as necessary for the exercise of the License granted herein. Licensee shall have all other rights and benefits that is deems necessary for the full implementation and use of the rights herein granted, including, but not limited to the right to remove and clear all rocks, trees, brush, limbs, structures and other obstructions which in the opinion of Licensee might interfere with the rights granted herein.

B. The right of temporary workspace and ingress and egress herein granted across the adjacent Property shall be exercised and used in such a manner so as not to cause any damage or destruction of any nature whatsoever to or material interruption of the use of the adjoining Property owned by the TOWN, with the exception of tree limbs and brush clearing. With regard to the Property, the TOWN represents that, to the best of its knowledge: (a) no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under such land which would cause or threaten to cause an endangerment to human health or the environment or require clean up; and (b) the License Area is not currently and has not previously been used for industrial purposes.

C. The TOWN hereby reserves the right to use the License Area in any manner that will not prevent or interfere with the exercise by the Licensee of the license and rights granted hereunder, provided, however, that the TOWN shall not obstruct the License Area or the aforesaid rights of ingress and egress at any time without the express prior written consent of the Licensee.

2. TERM:

Such entry and use by the Licensee, its contractors, agent, representatives, employees, invitees, permittees, and licensees, shall be exercised from the date of the execution of this License and shall continue in effect for a period of ten (10) years unless terminated sooner in accordance with the provisions of Section 7 below. This License shall automatically be extended for three (3) additional terms of five (5) years each, so long as the Facilities are being operated and maintained substantially in accordance with the terms of this License.

3. CONSIDERATION:

The consideration of this License shall be a fee of \$1.00, the payment by Licensee of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth herein to the reasonable satisfaction of the TOWN.

4. RELATIONSHIP OF THE PARTIES:

It is understood and agreed that the Licensee shall in no event be construed or held to be a partner or associate of the TOWN in the conduct of the Licensee's business, and that the relationship between the parties is, and at all times shall remain that of Licensor and Licensee.



5. INSURANCE:

Licensee shall maintain, during the full term of this License and at its sole cost and expense, comprehensive public liability insurance, including coverage for bodily injury, wrongful death and property damage. The policy shall provide the following minimum coverage to protect the Licensee from claims with respect to the operations performed by Licensee and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable:

- i. Worker's Compensation Insurance as statutorily required, including a waiver of subrogation.
- ii. Comprehensive/Commercial General Liability Insurance in amounts not less than \$1,000,000.00 per occurrence, Combined Single Limit, for Bodily Injury and Property Damage. The Town of West Bridgewater must be named as an "additional insured" on this policy.

Licensee shall provide the TOWN with a certificate of insurance or Letter of Self Insurance showing compliance with the foregoing provisions and indicating that the TOWN is an additional insured. The TOWN acknowledges that Licensee maintains a self – insurance program for a portion of such coverages.

6. INDEMNIFICATION:

During the term of this License the Licensee, for itself and its successors and assigns, shall indemnify, defend and hold harmless the TOWN, its officers, successors, assigns, employees, contractors, and agents from and against all costs, claims, demands, actions, liabilities, damages, expenses, cause of actions, suits, or judgments whatsoever, including reasonable attorney's fees which may be imposed upon, incurred by, or asserted against the TOWN to the extent arising from: 1) Licensee's use of the License Area and/or Property and exercise of rights under this License; 2) Licensee's negligence or willful misconduct; or 3) any failure on the part of Licensee to satisfy its obligations under this License.

7. TERMINATION:

A. Upon breach by the Licensee of a material obligation of this License the TOWN shall notify the Licensee in writing and the Licensee shall correct such breach within ninety (90) days unless such breach cannot be corrected within ninety (90) days, in which case the Licensee will be given a reasonable time to correct the same.

B. Either party may terminate this License without liability or recourse to the other therefore, at any time and for any reason upon written notice given at least twenty-four months prior to the termination date stated within said notice given by either party.

C. In the event this License is terminated or revoked, the Licensee shall, at its own expense, remove and/or abandon all Regulator Facilities installed or constructed across the License Area and return the License Area and Property to substantially their original state that existed immediately prior to the commencement of the work by the Licensee in connection with this Agreement, to the extent possible. This obligation shall survive the termination of this License.

8. NOTICES.

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, upon written notice receipt. All notices to be required to be given by the TOWN or the Licensee shall be sent by certified mail addressed to the following:

TOWN: Town of West Bridgewater  
Water Department  
29 Cyr Street,  
West Bridgewater,  
Massachusetts 02379

LICENSEE: T & D Rights & Survey Department  
Attn: Supervisor  
247 Station Drive, SE 210  
Westwood, MA 02090

And, with a copy to:

Eversource Gas Company of Massachusetts  
Attn: Legal Department  
800 Boylston Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02199

Or to such other place that either party shall, in writing, designate to the other. These addresses and personnel are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

9. INTEREST IN REAL ESTATE:

This License does not grant Licensee any interest in the real estate and shall not be recorded. This License shall not be construed as creating or vesting in the Licensee any estate or fee interest in the License Area or Property, but only the limited right of possession as hereinabove stated.

10. COOPERATION / NO INTERFERENCE / COMPLIANCE WITH LAWS, ETC.

The TOWN and Licensee agree to work cooperatively regarding the Facilities. During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the TOWN, its tenants, or other invitees, and observe and obey applicable federal, state and local laws, regulations and ordinances.

11. REPRESENTATIONS:

Each Party represents and warrants that:

A. Has full power, right, authority and, where applicable, title to enter into and perform this License Agreement and that the person signing this Agreement on its behalf has been duly

authorized and empowered to execute and deliver this Agreement on its behalf; and

B. Understands that this Agreement constitutes the valid and binding obligations of such party, enforceable in accordance with its respective terms; and

C. The execution, delivery and performance of this License Agreement does not and will not result in any violation of or be in conflict with or cause a default under any provision, term or condition of any organizational document of such party, or any other agreement or document, judgment, decree, order, statute, rule, regulation, ordinance, franchise, certificate, permit, municipal charter or other authority applicable to that party; and

D. No additional consent, order, approval or authorization of, or registration, declaration or filing with any governmental or other public authority, body or agency is required in connection with the execution, delivery and performance of this Agreement.

12. MISCELLANEOUS:

A. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any action, whether at law or equity, shall be brought only in the Superior Court of Essex County, or the Federal District Court sitting in Boston, Massachusetts.

B. The captions to the several parts of this Agreement are for convenience only and are not to be considered in construing this Agreement.

C. If any provision hereof is held to be void by any court of competent jurisdiction, the other provisions hereby shall continue in full force and effect.

D. This License Agreement constitutes the entire understanding between the Licensee and the TOWN regarding the subject matter herein, and any prior agreements and representations are hereby rescinded. Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this License. Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

[INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this License as a Massachusetts sealed instrument by their respective duly authorized representatives as of the day and year first above written.

**EVERSOURCE GAS COMPANY OF  
MASSACHUSETTS d/b/a  
EVERSOURCE ENERGY**

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

Aaron Welles

Its: Supervisor, T&D, Rights and Survey  
& Authorized Representative

Date:

**APPROVED:**

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

**Print:**

**Title:**

**TOWN OF WEST BRIDGEWATER**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Approved as to Form:**

\_\_\_\_\_  
**Town of West Bridgewater Solicitor/Attorney**

**By:**

**EVERSOURCE**  
ENERGY

## WORK SCOPE



*Daniel D'Elitto*

**EVERSOURCE**

0	ISSUED FOR CONSTRUCTION	6/10/24	EDB/BRP
No.	Description	Date	Dw/Clk
Revision/Status			
<b>EVERSOURCE</b> ENERGY			
29 CYR ST, W. BRIDGEWATER, MA PROJECT # FP# 98611 / WORK ORDER # 16749819			
COVER SHEET			
SCALE: 1"=1'40" ON 22"x34"		SHEET 01 OF 10	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
EDB / 5/7/24	BRP / 5/21/24	MA-BRO-PIP-24-630-01	0

29 CYR ST, W. BRIDGEWATER, MA  
PROJECT #FP# 98811  
WORK ORDER #16749819

MA-BRO-PIP-24-0302.dwg

\\nas01data\share\chris.mirga\l\Terry\Comm\0218 Eng\4809 CT MA ECOMA-Bro-24-0302.dwg (02/28/2024) User: B. J. Mirga Date: 02/28/2024

Jun 10, 2024 - 3:00pm

#### GENERAL NOTES:

- IF ANY OF THE FOLLOWING OCCUR A DRAWING REVISION IS REQUIRED AND MUST BE APPROVED AND/OR STAMPED BY THE ENGINEER OF RECORD. CHANGES CAN BE APPROVED AND/OR STAMPED BY A PROJECT ENGINEER, BUT THE ENGINEER OF RECORD MUST BE INFORMED.
  - IF THE TIE IN POINT MOVES TO A DIFFERENT SEGMENT OF PIPE THAN SHOWN.
  - IF A CHANGE IN THE LOCATION OF VALVES IS REQUIRED.
  - IF THERE IS ANY CHANGE TO WHAT IS SHOWN ON THE DRAWING WITHIN 50 FT OF A PRESSURE REGULATING STATION, DISTRICT REGULATOR, OR GATE STATION.
  - IF A CHANGE IN PIPE SIZE, MATERIAL, OR WALL THICKNESS IS REQUIRED.
  - ALTERNATE FITTINGS THAT ARE ACCEPTABLE FOR ANY TIE-IN DETAIL WILL BE CALLED OUT IN THE DRAWING. FITTING CHANGES NOT SHOWN AS ALTERNATIVES ON THE DRAWING WILL NEED TO FOLLOW THE DRAWING CHANGE PROCESS CONTAINED IN SECTION V.D.
- CONSTRUCTION DRAWINGS, LOCATIONS OF EXISTING UTILITIES, UNDERGROUND STRUCTURES AND WORK LOCATIONS ARE BASED ON BEST AVAILABLE INFORMATION BUT HAVE NOT BEEN FIELD VERIFIED.
- ALL WORK MATERIAL AND CONSTRUCTION SHALL BE PERFORMED AND COMPLETED IN COMPLIANCE WITH ALL PERMITS AND APPROVALS PER EVERSOURCE, LOCAL, STATE, OSHA AND FEDERAL REGULATIONS AND STANDARDS.
- ALL LIVE GAS WORK EXCEPT SERVICE SIZE TAPS, INCLUDING BUT NOT LIMITED TO TAPPING OF FITTINGS ON LIVE MAINS, STOPPING, MANIPULATING VALVE, ABANDONMENT, SHALL BE PERFORMED BY, OR AT THE DIRECTION AND UNDER THE DIRECT SUPERVISION OF EVERSOURCE GAS PERSONNEL AND IN ACCORDANCE WITH THE WRITTEN PROCEDURE. DRAWING CHANGES MAY ALSO REQUIRE A CHANGE TO THE PROCEDURE.
- EXCAVATOR IS REQUIRED TO PROTECT EXISTING UTILITIES, STRUCTURES, LANDSCAPES FEATURES, SIGNAGE, CURBS, ETC. CARE SHOULD BE TAKEN NOT TO DISTURB OR DAMAGE SUCH ITEMS, ROADWAY, SIDEWALKS, AND GRASS DISTURBED SHALL BE RESTORED TO THE SATISFACTION OF THE CITY OR TOWN. PLANT BEDS WILL BE RELOCATED TO THEIR EXISTING REGULAR LOCATION.
- ALL TRAFFIC CONTROL SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), INCLUDING ALL REVISIONS AND ADDENDA. ALL TRAFFIC CONTROL DEVICES WILL BE SUPPLIED BY EXCAVATOR.



OVERVIEW KEY MAP  
NOT TO SCALE

**ISSUED FOR  
CONSTRUCTION**



*Daniel B. Elliott*

2024.06.11  
07:45:41-04:00

**EVERSOURCE**

FIELD VERIFY DIMENSIONS  
PRIOR TO PIPE FABRICATION

29 CYR ST, W. BRIDGEWATER					COMPLETE BOM	
REQUIRED BILL OF MATERIALS						
Item Number	Maximo Part Number	Description	Quantity	Units		
15	500854	COUPLING, 2 IN IPS, ELECTROFUSION, PLASTIC, P100	1	EA		
370	513679	CABLE, INSULATED, MDP, #12 AWG, 7 STR, YELLOW, POLYETHYLENE-30, SOFT DRAWN CU, 100 FT/RL, FOR USED AS PIPE LOCATOR	15	FT		
8	542572	CAP, PIPE, 2 IN IPS SDR 11, BUTT END, POLYETHYLENE, P100	1	EA		
208	545303	ELBOW, PIPE, 90 DEG, 2 IN X 0.154 IN THK WALL, BUTT WELD ENDS, CL, ASTM A234 GR 8, ANSI B16.9, LONG RADIUS, POLYETHYLENE, P100	1	EA		
10	545307	ELBOW, PIPE, 90 DEG, 2 IN SDR 11, BUTT WELD ENDS, POLYETHYLENE, P100	1	EA		
254	546228	FITTING, LINE STOPPER, BOTTOM OPENING, 2 IN, WELDED ENDS, W/ 150 LB FLANGE, FOR BEVELED 2.375 IN OD THIN WALL STEEL PIPE	1	EA		
72	546254	FITTING, TRANSITION, 2 IN IPS CS X 2 IN IPS, P44710, SDR 11, STEEL WELD X PLASTIC, BUTT WELD	1	EA		
33	562087	VALVE BALL, 2 IN IPS, POLYETHYLENE, SDR 11, BUTT WELD, W/ FULL PORT OPENING	1	EA		
368	565834	TAPE, WARNING, MARKED BURIED GAS LINE, 4 MIL, 1000 FT ROLL, 6 IN W, YELLOW, ISSUE EACH ROLL AS 1, T-40-400	1	RL		
3	592608	PIPE, 2 IN IPS X 0.216 IN THK WALL SDR 11, 2.375 IN OD, 350 FT LG COIL, POLYETHYLENE, P43408/P43500	15	FT		
1660	602852	FITTING, TEE, 2 IN IPS X 1 IN IPS, ELECTROFUSION, HDPE, WITH BUTT FUSION OUTLET, HDPE, BLACK, ASTM F1305	1	EA		
488	610264	RIPPLE PIPE, NON-BLOWING, DRILL, 1-1/4 IN X 3 IN, WELDED, 1440 PPS, CMA 2485055	1	EA		
47	611123	BOX, CP TEST, 5 IN, 38 IN SHAFT LENGTH, TERMINAL PLATE WALL THK 0.150 + .0015, ABS PLASTIC, W/ NON-LOCKING MAGNETIZED COVER, CMA 4232849	2	EA		
1666	620080	FITTING, COUPLING, PIPE, LYCOTT, 1 IN IPS SDR11, PLASTIC	1	EA		
1653	620088	FITTING, CAP, LYCOTT, 1 IN IPS SDR 11, PLASTIC, ASTM F1024	1	EA		

0	ISSUED FOR CONSTRUCTION	6/10/24	EDB/BRP
No.	Description	Date	Dw/CK
Revision/Status			
<b>EVERSOURCE</b> ENERGY			
29 CYR ST, W. BRIDGEWATER, MA			
PROJECT # PP# 98611 / WORK ORDER # 16749819			
NOTES			
SCALE: 1"=40' ON 22"X34"		SHEET 02 OF 10	
Drawn by: J. O'Brien	Checked by: J. O'Brien	Issued by: J. O'Brien	Rev. No.
EDB 5/7/24	BRP 5/21/24	MA-BRO-PIP-24-0302-02	0

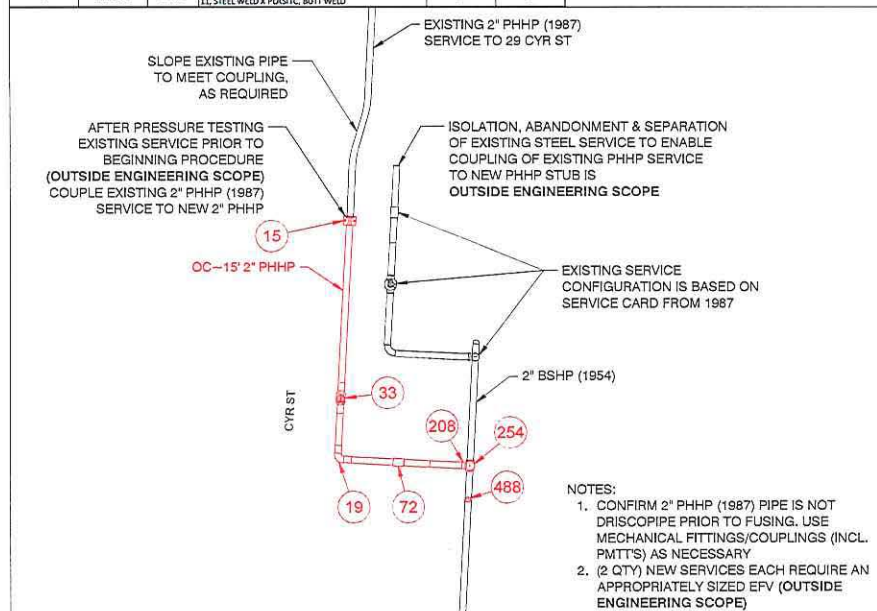




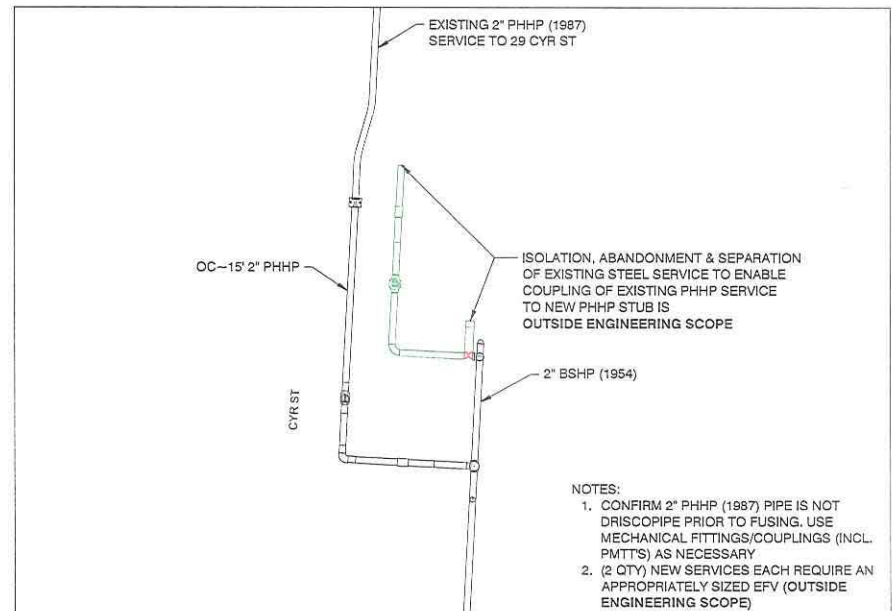




29 CYS ST. W. BRIDGEWATER				DETAIL "A" PREPARATORY	
REQUIRED BILL OF MATERIALS					
Item Number	MRC Stock Number	Maxime Part Number	Description	Quantity	Units
15	63094025	502854	COUPLING, 2 IN IPS, ELECTROFUSION, PLASTIC, P100	1	EA
19	63078117	545367	ELBOW, PIPE, 90 DEG, 2 IN SDR 11, BUTT WELD ENDS, POLYETHYLENE, P100	1	EA
208	16000096	545363	ELBOW, PIPE, 90 DEG, 2 IN OD 15.4 IN THK WALL, BUTT WELD ENDS, CS, ASTM A234 GR 8, ANSI B16.9, LONG RADIUS	1	EA
254	63055053	546218	FITTING, LINE STOPPER, BOTTOM OPENING, 2 IN, WELDED ENDS, W/ 150 LB FLANGE, FOR REVELED 2.375 IN OD THK WALL STEEL PIPE	1	EA
331	14281726	632067	VALVE, BALL, 2 IN IPS, POLYETHYLENE, SDR 11, BUTT WELD, W/ FULL PORT OPENING	1	EA
488	63420217	632068	NIPPLE, PIPE, NON-BLOWING, DRILL, 1-1/4 IN X 3 IN, 10 DEG, 1440 PPS, CMA 2485955	1	EA
72	63215162	546256	FITTING, TRANSITION, 2 IN IPS CS X 2 IN IPS, PE4710, SDR 11, STEEL WELD, PLASTIC, BUTT WELD	1	EA



PREPARATORY TIE-IN DETAIL A



FINAL TIE-IN DETAIL A  
NOT TO SCALE

2024.08.11  
07:45:42-085

**EVERSOURCE**

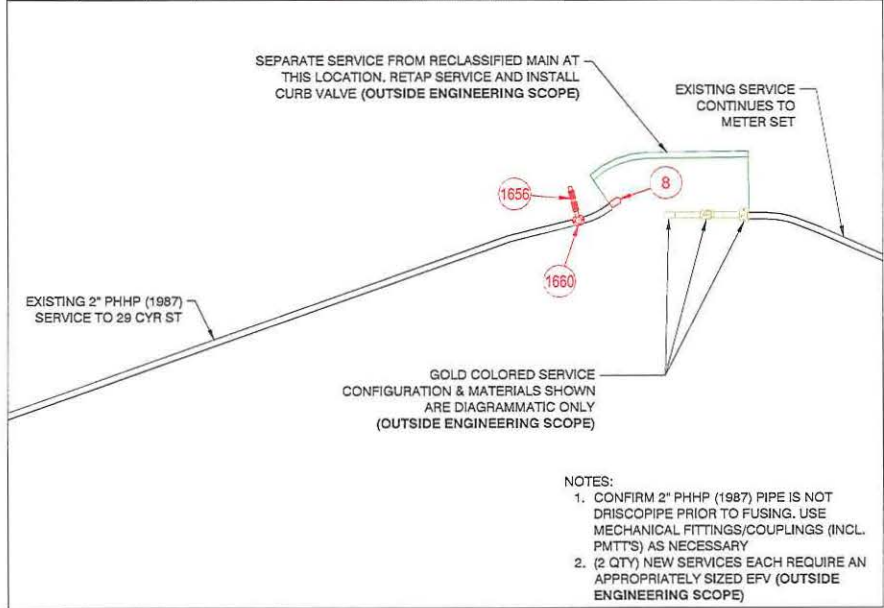
ISSUED FOR  
CONSTRUCTION

MA-BRO-PIP-24-630-06

\\nas01\Drawings\2024\24-630-06\24-630-06-01.dwg  
Title: 29 CYR ST. W. BRIDGEWATER, MA  
Project: 24-630-06  
Drawing: 24-630-06-01  
Date: 05/24/24  
Author: EDB/BRP  
Checked: BRP 5/21/24  
Scale: 1"=40' ON 22"X34"

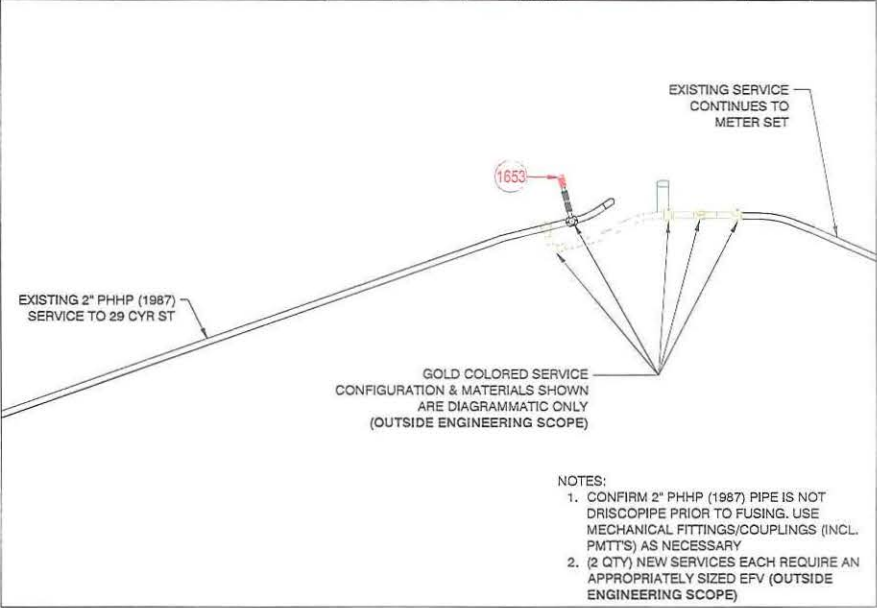
Jun 10, 2024 - 3:05pm

29 CYR ST. W. BRIDGEWATER					DETAIL "B" PREPARATORY	
REQUIRED BILL OF MATERIALS						
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units	
1656	MCJUREMA-000	630008	FITTING, COUPLING, PIPE, LYCOFIT, 1 IN IPS SDR11, PLASTIC	1	EA	
1660	MCJUREMA-000	602892	FITTING, TEE, 2 IN IPS X 1 IN IPS, ELECTROFUSION, HDPE, WITH BUTT FUSION OUTLET, HDPE, BLACK, ASTM F1955	1	EA	
8	63078024	542572	CAP, PIPE, 2 IN IPS SDR 11, BUTT END, POLYETHYLENE, P100	1	EA	



PREPARATORY TIE-IN DETAIL B  
NOT TO SCALE

29 CYR ST. W. BRIDGEWATER					DETAIL "B" FINAL	
REQUIRED BILL OF MATERIALS						
Item Number	MRC Stock Number	Maximo Part Number	Description	Quantity	Units	
1653	MCJUREMA-000	620808	FITTING, CAP, LYCOFIT, 1 IN IPS SDR11, PLASTIC, ASTM F1924	1	EA	



FINAL TIE-IN DETAIL B  
NOT TO SCALE

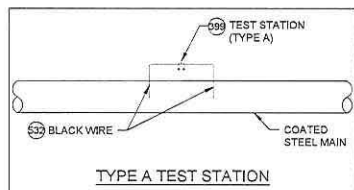
ISSUED FOR  
CONSTRUCTION



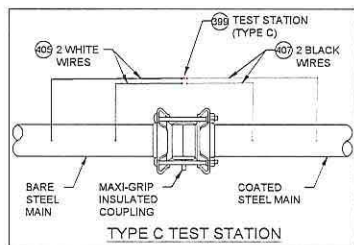
EVERSOURCE

FIELD VERIFY DIMENSIONS  
PRIOR TO PIPE FABRICATION

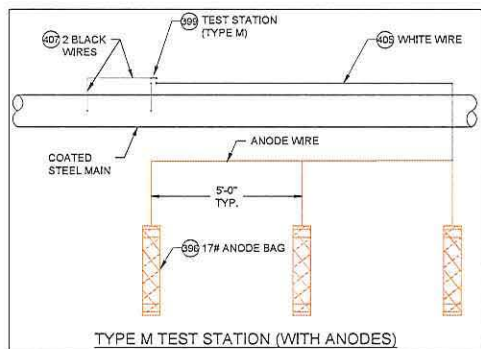
0 ISSUED FOR CONSTRUCTION		6/10/24	EDB/BRP
No.	Description	Date	Dwl/Ck
Revision/Status			
EVERSOURCE ENERGY			
29 CYR ST. W. BRIDGEWATER, MA			
PROJECT # FPM 98811 / WORK ORDER # 16749819			
PREPARATORY AND FINAL TIE-IN DETAILS			
SCALE: 1"=40' ON 22"X34"		SHEET 08 OF 10	
Drawn by / Date	Checked by / Date	Drawing Number	Rev# / Date
EDB 5/7/24	BRP 5/21/24	MA-BRO-PIP-24-630-06	0



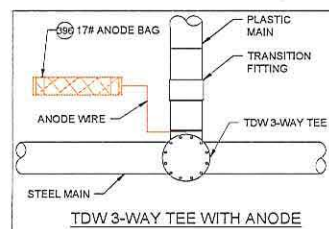
DETAIL CP1  
SCALE: 1/2" = 1'-0"



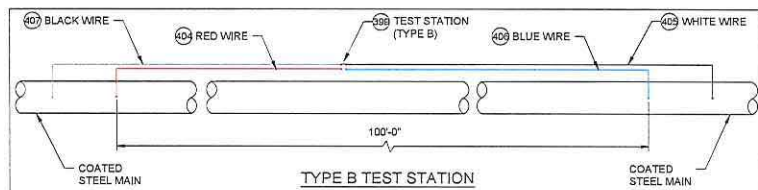
DETAIL CP3  
SCALE: 1/2" = 1'-0"



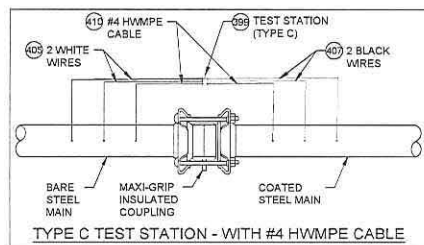
DETAIL CP6  
SCALE: 1/2" = 1'-0"



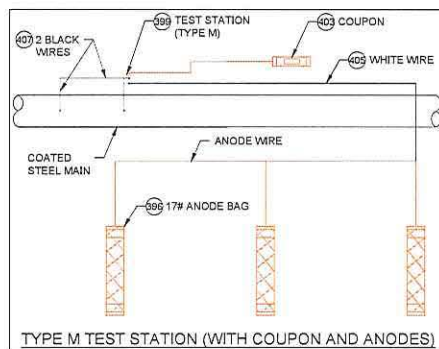
DETAIL CP9  
SCALE: 1/2" = 1'-0"



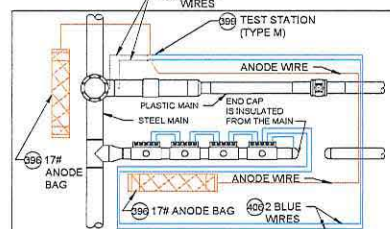
DETAIL CP2  
SCALE: 1/2" = 1'-0"



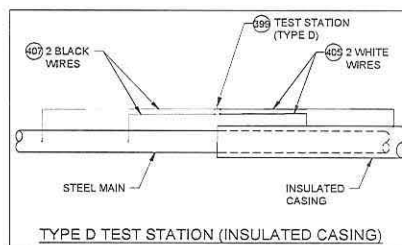
DETAIL CP4  
SCALE: 1/2" = 1'-0"



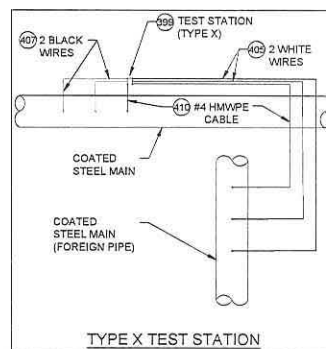
DETAIL CP7  
SCALE: 1/2" = 1'-0"



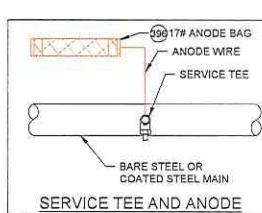
DETAIL CP10  
SCALE: 1/2" = 1'-0"



DETAIL CP5  
SCALE: 1/2" = 1'-0"



DETAIL CP8  
SCALE: 1/2" = 1'-0"



DETAIL CP11  
SCALE: 1/2" = 1'-0"

**CATHODIC PROTECTION BILL OF MATERIALS**

ITEM	MAXIMO NO.	DESCRIPTION	UNITS
256	577776	ANODE BAG, 17 LB NET, HIGH POTENTIAL MAGNESIUM W/ 10 FT #10 AWG TWORAND LAG WIRE, PACKED IN CARDBOARD BOX 47 LB TOTAL WEIGHT	EA
257	406225	CONDUCTOR, SPAT 100 FT, 12 KILOHM, 10 STRANDED, 50 TO 60, HOUSING (COVER) W/ 10 FT #10 AWG TWORAND LAG WIRE, PACKED IN CARDBOARD BOX 47 LB TOTAL WEIGHT	EA
258	500059	HOUSING, 36 V MAX, 10 AMP MAX, FOR PROTECTING TRADER WIRE SPLICES, USED WITH CONDUCTOR IN ANODE BAG	EA
259	500071	BOX VALVE, TEST STATION, CP TEST #178, 10-14 IN DIA. LD, 9-3/8 IN LG, 10 IN H, ASTM A48 CL 25 CAST IRON, FOR OFF-ROAD USE ONLY	EA
400	405057	POWDER, CARTRIDGE, TYPE IS F-33, ALLOY - CAP COAT CLEAR, 15 CM CHANGE, 20VAC, FOR STEEL PIPE	BOX
401	559169	BLUE/ELECTRICAL, #14 TO 10 AWG, W/ THERMITE WELDER, FOR CATHODIC PROTECTION	EA
402	584045	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW-010, 10 FT OF CABLE	ES
403	003126	EDI CONCENTRIC COUPON ASSEMBLY INCLUDING UCB-ZIN-LW-025, 25 FT OF CABLE	ES
404	003140	WIRE/ELECTRICAL, THHN, 1/2, #10 AWG, STRANDED, RED, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
405	575415	WIRE/ELECTRICAL, THHN, 1/2, #10 AWG, STRANDED, WHITE, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
406	003141	WIRE/ELECTRICAL, THHN, 1/2, #10 AWG, STRANDED, BLUE, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
407	003139	WIRE/ELECTRICAL, THHN, 1/2, #10 AWG, STRANDED, BLACK, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
408	500094	WELDER, THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE, HORIZONTAL STEEL PIPE 4 IN AND LARGER DIAMETER	EA
409	500055	WELDER, THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE, HORIZONTAL STEEL PIPE 3/4 - 3-1/2 IN DIAMETER	EA
410	405450	CABLE, INSULATED, CATHODIC PROTECTION, 1/2, #4 AWG, 7 STR, 600 V, BLACK, HVMPE, CU, 1000 FT ROLL	FT
411	307819	ANODE BAG, 2.5 X 3.5 X 4.5 IN, 10 FT LG, 3 LB, MAGNESIUM, Alternate IN 577776	EA
577	003769	TRENTON-FILL FOR TPA-CP, 140 TPA, FOR FILLING GDS & IRREGULAR SPACES PRIOR TO WRAPPING WAX/TAPE, 60 TO 110 F, 100% APPLICATION TEMPERATURE, 6 BLOCKS/CASE	CASE
578	405572	PRIMER, 4 OZ/CAUSE, BROWN, FOR WAX/TAPE APPLICATION TEMPERATURE, 60 TO 110 F, 100% APPLICATION TEMPERATURE, 6 BLOCKS/CASE	CASE
579	500673	TAPE, WAX, 1/2 LG X 4 IN W, 74 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, THICK WAX, ALUMINUM	ROLL
587	004223	TAPE, WAX, 1/2 LG X 6 IN W, 75 ROLLS/CS, ABOVE AND BELOW GROUND APPLICATIONS, THICK WAX, ALUMINUM	ROLL

**NOTES:**

1. ALL TEST STATION BOXES SHOULD BE INSTALLED IN A SAFE LOCATION WHERE ONE INDIVIDUAL CAN SAFELY OPEN AND ACCESS THE TEST WIRES. ALL TEST WIRES INSIDE THE BOX SHOULD HAVE ENOUGH SLACK ON THE WIRES SO THEY CAN EXTEND A MINIMUM OF 12" ABOVE GRADE.
2. FOR TYPE A TEST STATIONS, THE TWO WIRES SHOULD BE THERMITE WELDED TO THE COATED STEEL MAIN AND BE THE SAME COLOR. (COUPONS COULD BE ADDED TO THE TEST STATION TYPE).
3. FOR TYPE B TEST STATIONS, EACH OF THE FOUR WIRES SHOULD BE A DIFFERENT COLOR AND DOCUMENTED.
4. FOR TYPE C TEST STATIONS, THE WIRES SHOULD BE THE SAME COLOR ON EACH SIDE OF THE INSULATED COUPLING. (ANODES AND/OR COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
5. FOR TYPE D TEST STATIONS WHICH ARE AT A CASING, WHITE WIRES ARE NORMALLY INSTALLED ON THE STEEL CASING AND BLACK WIRES ARE INSTALLED ON THE CARRIER PIPE. (ANODES AND/OR COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
6. FOR TYPE M TEST STATIONS, THE TWO WIRES THERMITE WELDED TO THE CARRIER PIPE SHOULD BE THE SAME COLOR WIRE. THERE IS ALSO MAGNESIUM ANODE(S) WIRE(S) LOCATED INSIDE THE TEST STATION BOX. THE WIRE COLOR (TYPICALLY ORANGE) FOR THE ANODES. IF THE ANODE WIRES ARE SPliced TO A COMMON ANODE HEADER CABLE, THE ANODE HEADER CABLE SHOULD BE A WHITE (OR RED) DIFFERENT COLOR WIRE THAN THE WIRE THAT WAS THERMITE WELDED TO THE CARRIER PIPE. AT A TYPE M TEST STATION, NO MAGNESIUM ANODES SHOULD BE DIRECTLY THERMITE WELDED TO THE CARRIER PIPE OR IN CONTACT WITH THE CARRIER PIPE. THE ANODE HEADER WIRE OR INDIVIDUAL ANODE WIRES SHOULD TERMINATE INSIDE THE TEST STATION BOX. ANODES SHOULD BE SPACED A MINIMUM OF 5' ON CENTER FROM EACH OTHER AND A MINIMUM OF 12" AWAY AND BELOW THE BOTTOM OF THE STEEL MAIN.
7. IF COUPONS ARE TO BE INSTALLED, FIRST REMOVE THE PROTECTIVE LABEL COVERING THE STEEL COUPON AND THE RED STICKERS COVERING EACH SENSING PORT. CLEAN THE ENTIRE STEEL COUPON SURFACE WITH ALCOHOL. TO REMOVE THE CORROSION INHIBITOR. PLACE THE COUPON ASSEMBLY APPROXIMATELY 12" FROM THE GAS MAIN BEING MONITORED WITH THE SENSING PORTS FACING THE GAS MAIN. THE COUPON ASSEMBLY SHOULD BE LOCATED ADJACENT TO THE BOTTOM PORTION OF THE GAS MAIN. ANYWHERE BETWEEN 3 O'CLOCK AND 9 O'CLOCK. THE SOIL BETWEEN THE COUPON AND THE MAIN SHOULD BE WELL COMPACTED AND CONTAIN NO ROCKS LARGER THAN A CENTIMETER IN DIAMETER OR FOREIGN MATERIAL.
8. ONE (1) 3# ANODE (MINIMUM) SHALL BE INSTALLED TO PROTECT THE CLAMPS ON EACH 10-FOOT SPAN OF PIPE. EACH 10-FOOT SPAN OF PIPE MUST BE A CONTINUOUS SECTION OF STEEL. CLAMPS ON NON-CONTINUOUS SECTIONS OF STEEL EVEN IF THEY ARE WITHIN 10 FEET OF EACH CANNOT BE PROTECTED BY THE SAME ANODE.
9. REFER TO CONSTRUCTION STANDARD CS-500 SECTION 4.6 WHICH PROVIDES GENERAL GUIDANCE REGARDING "WRAPPING" FOR CORROSION PROTECTION. CS-500 SECTION 4.6.5 DESCRIBES THE BASIC STEPS REQUIRED TO WRAP LEAK REPAIR CLAMPS.

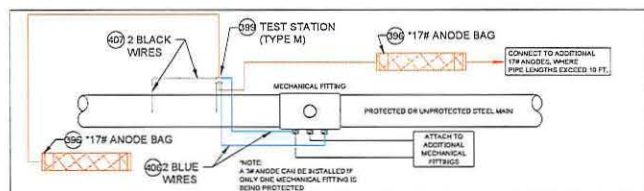
NOTE: DETAILS CP-9 AND CP-11 ARE FOR NEW STEEL FITTINGS THAT ARE NOT ELECTRICALLY ISOLATED FROM EXISTING UNPROTECTED STEEL. THESE ANODES ARE DIRECTLY CONNECTED TO THE NEW STEEL FITTING AND THE ANODE MUST BE A MINIMUM OF 2 FEET FROM ANY NEW ISOLATED FITTINGS OR ASSOCIATED ANODES.

SCALE: 1/2" = 1'-0"

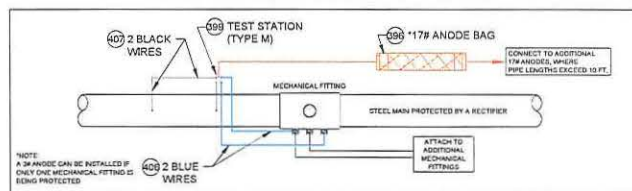
No.	ISSUED FOR CONSTRUCTION	6/10/24	EDB/BRP
Description		Date	Dw/Ck
Revision/Status			
29 CYR ST. W. BRIDGEWATER, MA			
PROJECT # FP# 98811 / WORK ORDER # 10749819			
DETAILS, NOTES AND BILL OF MATERIALS			
SCALE: NTS		SHEET 07 OF 10	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
EDB 5/7/24	BRP 5/21/24	MA-BRO-PIP-24-630-07	0

FIELD VERIFY DIMENSIONS PRIOR TO PIPE FABRICATION

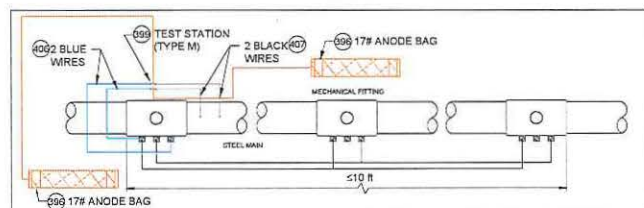




TEST STATION CONNECTION DETAILS FOR MECHANICAL FITTINGS  
 INSTALLED ON A STEEL MAIN  
 DETAIL CP12  
 SCALE: 1/2" = 1'-0"

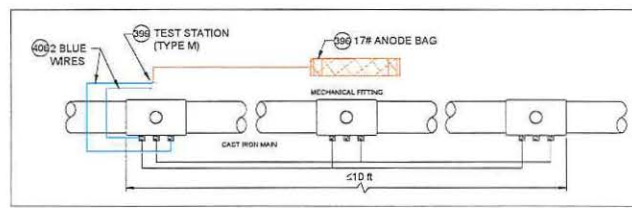


TEST STATION CONNECTION DETAILS FOR MECHANICAL FITTINGS  
 INSTALLED ON STEEL MAIN PROTECTED BY A RECTIFIER  
 DETAIL CP13  
 SCALE: 1/2" = 1'-0"

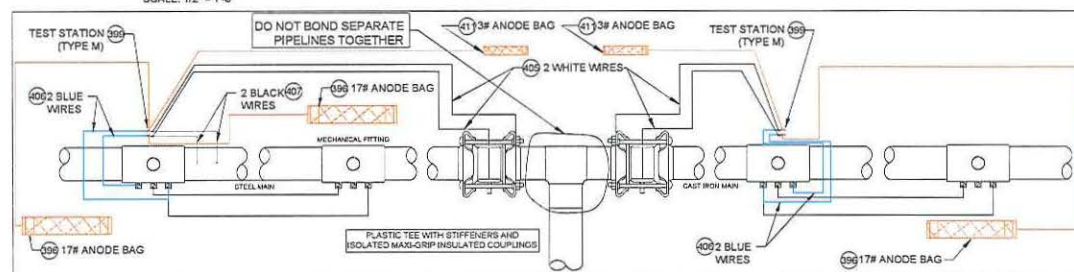


ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS  
INSTALLED ON A ELECTRICALLY CONTINUOUS SECTION OF STEEL MAIN

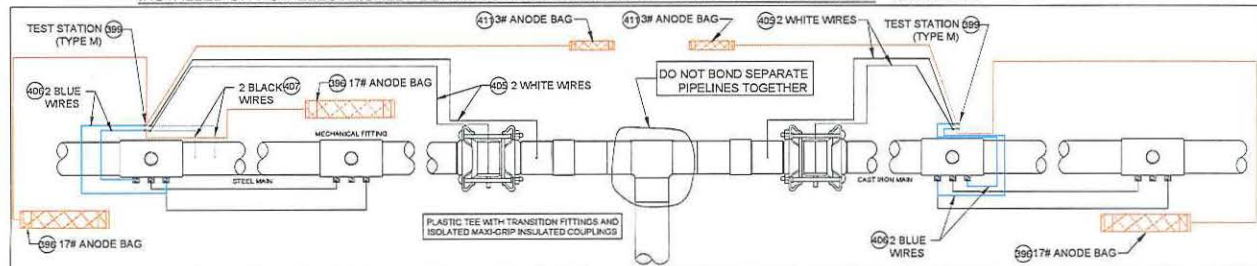
DETAIL CP14  
SCALE: 1/2" = 1'-0"



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS  
INSTALLED ON A CAST IRON MAIN  
DETAIL CP15  
SCALE: 1/2" = 1'-0"



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS  
INSTALLED ON NON-ELECTRICALLY CONTINUOUS SECTIONS OF STEEL AND CAST IRON PIPING



ANODE INSTALLATION FOR MULTIPLE MECHANICAL FITTINGS  
 INSTALLED ON NON-ELECTRICALLY CONTINUOUS SECTIONS OF STEEL AND CAST IRON PIPING

DETAIL CP16  
 SCALE: 1/2" = 1'-0"

CATHODIC PROTECTION BILL OF MATERIALS			
ITEM	MAXIMO NO.	DESCRIPTION	UNITS
536	577778	ANODES; 17 LB NET, HIGH POTENTIAL MAGNESIUM, W/ 10 FT #10 AWG TWO-CONDUCTOR LEAD WIRE, PACKED IN CARBON DUST BOX 425 TOTAL WEIGHT	EA
537	430626	CONNECTOR, BRKT BOLT, 1/2 IN DIA., 1/2 IN LG, 1/2 IN DIA. HOUSING COVERED W/IN 543839	EA
538	506000	HOUSING, 5/8 IN MAX, 10 IN MAX, W/ PROTECTING TRACER WIRE SPACES, USED W/ CONNECTOR IN APPROX. 105049	EA
539	500071	RCB VALVE; TEST POINT, CT TEST #10, 10-14 IN DIA, 1/4 IN, 3/8 IN ID, 1/2 IN LG, 1/2 IN DIA, ASTM A48, CP	EA
540	430567	POWDER, CARTRIDGE, TYPE #10-30, ALLUOY, CAP COLOR CLEAR, 15 CM CHANGE, DPMAC, FOR STEEL PIPE	BOX
541	579186	WELDING ELECTRICAL, #14 TO 10 AWG, W/ THERMITE WELDER, FOR CATHODIC PROTECTION	EA
542	538465	ICD CONCENTRIC COUPON ASSEMBLY INCLUDING UCS-ZIN4/1010, 10 FT OF CABLE	EA
543	593126	ICD CONCENTRIC COUPON ASSEMBLY INCLUDING UCS-ZIN4/MQ25, 25 FT OF CABLE	ES
544	620140	WIRE/ELECTRICAL THRM, 1/4 IN, #10 AWG, STRANDED, RED, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
545	579495	WIRE/ELECTRICAL THRM, 1/4 IN, #10 AWG, STRANDED, WHITE, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
546	593141	WIRE/ELECTRICAL THRM, 1/4 IN, #10 AWG, STRANDED, BLACK, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
547	603139	WIRE/ELECTRICAL THRM, 1/4 IN, #10 AWG, STRANDED, BLACK, INSULATED, CU, 500 FT SPOOL, WIRE	ROLL
548	500064	WELDING THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE/CHROMIUM STEEL PIPE #4 IN AND ABOVE DIAMETERS	EA
549	500055	WELDING THERMITE, THERMITE, FOR GAS PIPE, #12 CABLE, HORIZONTAL STEEL PIPE 3/4 - 3/12 IN DIAMETER	EA
550	430626	CABLE, INSULATED, CATHODIC PROTECTION, 1/4 IN, #4 AWG, 1/2 IN, 5/16 IN, 3/8 IN, BLACK, HAMPE, CU, 100 FT SPOOL	FT
551	537678	ANODE BOLT, 3/8 X 2.5 X 5 IN, 10 FT L3, 3 LB, MAGNESIUM, Alloys #1 577778	EA
552	393919	TRENCHING FOR TAPAC, 140 FT, FOR PILING GPOYS & IRREGULAR SPACES PRIOR TO WRAPPING W/MAK TAPAC, OF TO 150F APPLICATION TEMPERATURE, 6.00 CASCASE	CASE
553	405572	PRIMER, 4 GAL/CASE, BROWN, FOR WAX TAPAC, APPLICATION TEMP 9 TO 250 F, TENGCOAT 3000	EA
554	526376	TAPES, WAX, OF 1/2 LG X 8 IN W 20-50 MILS, ABOVE AND BELOW GROUND APPLICATIONS, THICK WAX, ALUMINUM	EA
555	502453	TAPES, WAX, OF 1/2 LG X 8 IN W 20-50 MILS, ABOVE AND BELOW GROUND APPLICATIONS, THIN WAX, ALUMINUM	ROLL

## NOTES

1. ALL TEST STATION BOXES SHOULD BE INSTALLED IN A SAFE LOCATION WHERE ONE INDIVIDUAL CAN SAFELY OPEN AND ACCESS THE TEST WIRES. ALL TEST WIRES INSIDE THE BOX SHOULD HAVE ENOUGH SLACK ON THE WIRES SO THEY CAN EXTEND A MINIMUM OF 12" ABOVE GRADE.
2. FOR TYPE A TEST STATIONS, THE TWO WIRES SHOULD BE THERMITE WELDED TO THE COATED STEEL MAIN AND BE THE SAME COLOR. (COUPONS COULD BE ADDED TO THE TEST STATION TYPE).
3. FOR TYPE B TEST STATIONS, EACH OF THE FOUR WIRES SHOULD BE A DIFFERENT COLOR AND DOCUMENTED.
4. FOR TYPE C TEST STATIONS, THE TWO WIRES SHOULD BE THERMITE WELDED TO EACH SIDE OF THE INSULATED COUPLING, (ANODES AND ANODE COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
5. FOR TYPE D TEST STATIONS WHICH ARE AT A CASING, WHITE WIRES ARE NORMALLY INSTALLED ON THE STEEL CASING AND BLACK WIRES ARE INSTALLED ON THE CARRIER PIPE. (ANODES AND ANODE COUPONS COULD BE ADDED TO THIS TEST STATION TYPE).
6. FOR TYPE E TEST STATIONS, THE TWO WIRES THERMITE WELDED TO THE CARRIER PIPE SHOULD BE THE SAME COLOR WHITE. THERE IS ALSO MAGNESIUM ANODES (WIRES) LOCATED INSIDE THE TEST STATION BOX. THE WIRE COLOR (TYPICALLY ORANGE) FOR THE ANODES, IF THE ANODE WIRES ARE SPECIFIED TO A COMMON ANODE HEATER CABLE, THE ANODE HEATER CABLE IS USED TO THERMITE WELD THE ANODE WIRES TO THE CARRIER PIPE. IF FROM ANOTHER MANUFACTURER, THE ANODES AT A TYPE E TEST STATION, NO MAGNESIUM ANODES SHOULD BE DIRECTLY THERMITE WELDED TO THE CARRIER PIPE OR IN CONTACT WITH THE CARRIER PIPE. THE ANODE HEATER WIRES OR INDIVIDUAL ANODE WIRES SHOULD TERMINATE INSIDE THE TEST STATION BOX. ANODES AND ANODE COUPONS SHOULD BE A MINIMUM OF 5' ON CENTER FROM EACH OTHER AND A MINIMUM OF 12" AHEAD AND BELOW THE BOTTOM OF THE STEEL MAIN.
7. IF COUPONS ARE TO BE INSTALLED, FIRST REMOVE THE PROTECTIVE LABEL, COVERING THE STEEL COUPON AND THE RED STICKERS COVERING EACH SENSING PORT. CLEAN THE ENTIRE STEEL COUPON SURFACE WITH ALCOHOL TO REMOVE THE COUPLING INHIBITOR. REMOVE THE COUPON FROM THE STEEL MAIN BY PULLING IT FROM THE END MANUFACTURED TO THE SENSING PORTS FACING THE GAS MAIN. THE COUPON ASSEMBLY SHOULD BE LOCATED ADJACENT TO THE BOTTOM PORTION OF THE GAS MAIN. ANYWHERE BETWEEN 3 O'CLOCK AND 9 O'CLOCK. THE SOL BETWEEN THE COUPON AND THE MAIN SHOULD BE WELL COMPACTED AND CONTAIN NO ROCKS LARGER THAN A CENTIMETER IN DIAMETER OR FOREIGN MATERIAL.
8. THE COUPON AND THE MAIN SHOULD BE IN CONTACT WITH EACH OTHER. THE COUPON SHOULD BE 10" TO 14" LONG. THE SPAN OF THE MAIN MUST BE A CONTINUOUS SECTION OF STEEL, CALCS ON NON-CONTINUOUS SECTIONS OF STEEL, EVEN IF THEY ARE WITHIN 10 FEET OF EACH OTHER CAN NOT BE PROTECTED BY THE SAME ANODE.
9. FOR THE DESTRUCTION TEST, SECTION 500.000 OF THE SPECIFICATIONS, THE GUIDANCE REQUIRED TO REPAIR LEAK REPAIR CLAMPS, CORROSION PROTECTION, SECTION 500.000 OF THE SPECIFICATIONS, DESCRIBES THE BASIC STEPS REQUIRED TO REPAIR LEAK REPAIR CLAMPS.

**NOTE:** WHEN MULTIPLE WIRES FROM DIFFERENT PIPE SECTIONS ARE IN THE SAME TEST STATION, THE WIRES FROM THE SAME PIPE SECTION AND ASSOCIATED ANODE WILL BE TAPED TOGETHER INSIDE THE TEST STATION.

SCALE: 1/2" = 1'-0"

0		ISSUED FOR CONSTRUCTION	6/10/24	EDB/BR
No.	Description		Date	Dw/Ck
Revision/Status				
29 CYR ST, W. BRIDGEWATER, MA				
PROJECT # FP# 98811 / WORK ORDER # 16749819				
DETAILS, NOTES AND BILL OF MATERIALS				
SCALE: NTS			SHEET 08 OF 10	
Drawn by / Date		Checked by / Date	Drawing Number	
EDB 5/7/24		BRP 5/21/24	MA-BRO-PIP-24-030-08	





MA-BRO-PIP-24-630.dwg

\\usccm01\hvs\dwg\piping\New\Connecticut\Engineering\CT-MA-BRO-PIP-24-630.dwg

Jun 10, 2024 - 3:01pm

ISSUED FOR  
CONSTRUCTION

EVERSOURCE

FIELD VERIFY DIMENSIONS  
PRIOR TO PIPE FABRICATION

0	ISSUED FOR CONSTRUCTION	6/10/24	EDB/BRP
No.	Description	Date	Dw/Ck
Revision/Status			
29 CYR ST. W. BRIDGEWATER, MA			
PROJECT # FP# 98811 / WORK ORDER # 16749819			
PLAN			
SCALE: NTS		SHEET 10 OF 10	
Drawn by / Date	Checked by / Date	Drawing Number	Rev. No.
EDB 5/7/24	BRP 5/21/24	MA-BRO-PIP-24-630-10	0



David Gagne <dgagne@wbridgewater.com>

RCB Re-Appointment  
1 message

Joseph Olivier · Thu, Aug 8, 2024 at 2:25 PM  
To: David Gagne <dgagne@wbridgewater.com>

David,

As a follow up to our conversation, please facilitate my re-appointment to the WB Rent Control Board until such time as a replacement member/chair person can be secured.

I appreciate the continued support.

Joe

July 18, 2024

Jim Henderson, Chair  
West Bridgewater COA  
97 West Center Street  
West Bridgewater, MA 02379

Dear Jim Henderson,

*It is with deep regret that I must tender my resignation from the Board of Directors of the West Bridgewater Council On Aging effective immediately. Due to recent health concerns, I have come to the difficult decision that I can no longer fulfill my duties and responsibilities as a board member to the best of my abilities.*

*Serving on the board alongside such dedicated and passionate individuals has been an honor and a privilege. I am grateful for the trust and confidence you have placed in me during my tenure, and I am proud of the accomplishments we have achieved together in furthering the COA's mission "to provide Senior Citizens with services they need to continue to live independently with health, happiness, comfort and security".*

*Please accept this letter as my formal notice of resignation. I am committed to ensuring a smooth transition and will be available to assist with the process in any way I can. If there is anything I can do to help during this time, please do not hesitate to ask.*

*Thank you for your understanding and support. I have full confidence that the board will continue to guide the COA toward success and positively impact the community.*

Sincerely,

  
Marguerite Morse

Cc: Board of Selectmen  
Marilyn Mather, Director of Elder Services



August 6, 2024



Dear Honorable Selectmen (Jeffrey Ryan, Michael Perez, and Marcie Lee)

It is with mixed emotions that I announce my intention to retire from my position as Head Administrative Secretary in the Inspectional Services Department for the Town of West Bridgewater.

I have enjoyed my twenty-seven plus years with the Town and appreciate the opportunities to help our (customers /clients), but it is time for me to begin the next chapter of my life.

My last day of work will be August 20, 2024. It has been an honor to be a part of this organization and work with such a talented and resolute team.

I will miss my colleagues and the work that we have done together. I wish you and the organization all the best in the future.

Sincerely,

Karen Lavin  
Head Administrative Secretary  
Inspectional Services  
Town of West Bridgewater

Cc

David Gagne, Town Administrator  
Linda Torres, Assistant Town Administrator  
Tracy Altrich, Town Planner, Coordinator of Inspectional Services

# AGREEMENT

**This Agreement** made and entered into this 29th day of July 2024, by and between the Town of West Bridgewater ("Town"), a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having its principal place of business at 65 North Main Street, West Bridgewater, Massachusetts, hereinafter referred to as the "Town", and Christopher Iannitelli ("Iannitelli") of West Bridgewater, hereinafter referred to as "Iannitelli".

**Scope of Work:** The Town and Iannitelli are in Agreement that Iannitelli will be hired as an Independent Non-Employee Agent to provide transitional assistance to the new DPW Director.


**Hours:** Iannitelli shall work on a need by need basis to accomplish the transition, as determined by the Town Administrator.

**Contract Price:** Iannitelli shall be compensated at a rate of \$63.15 per hour.

**Termination:** Both parties agree this Agreement may be terminated at any time by either party. Said Agreement will expire on December 31, 2024.

**In Witness Whereof,** the parties hereto have executed this Agreement on the day and year first above written.

BY:

  
\_\_\_\_\_  
Christopher D. Iannitelli  
\_\_\_\_\_  
Town of West Bridgewater  
David L. Gagne  
Town Administrator



## Board of Selectmen

Town Hall  
65 North Main Street  
West Bridgewater, MA 02379  
508-894-1267  
Fax: 508-894-1269

### Request to Use Town Hall Parking Lot, Transfer Station, and/or Public Grounds

*Form must be submitted by requestor at least one week prior to the requested date of use.*

Any entity requesting a **one time use** of the Town Hall parking lot, grounds at the Transfer Station, and/or public roads for events such as road races, must first receive written approval of the Town Administrator (or the Assistant Town Administrator in the Town Administrator's absence).

Requestor/Applicant: Christy Fuller - WB Athletic Boosters

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

For use of (check applicable):

- ☒ Town Hall Parking Lot\*
- ☐ Transfer Station
- ☐ Public Roads (provide street names)

\*Please note that Town Hall Gazebo, War Memorial Park, and Friendship Park requests are handled by the Department of Public Works.

Requested Date of Use: September 14, 2024

Requested Rain Date (if applicable): September 21, 2024

Requested Hours of Use: 12-3pm AM ☒ PM

Number of Guests: 50

Number of Vehicles: 6 at any given time  
Purpose of Use: Car Wash

It is further understood that WB Athletic Boosters shall indemnify and save harmless the Town of West Bridgewater against any and every claim, demand, right or cause of action, of whatsoever kind or nature arising directly out of or by reason of the operation of the said function of Car Wash including, but not limited to, any and every said claim, demand, right or cause of action, of whatsoever kind or nature of agents, servants, employees and passengers of the applicant. If any action or other legal proceedings shall be brought or instituted against the town on account any such claims, the applicant will assume the defense thereof, and will indemnify and save harmless, the town all costs, expense, counsel fees and judgments resulting therefrom.

Signed by Requestor: [Signature]

Date: 7/22/24

**ACKNOWLEDGEMENT:**

Applicant acknowledges that they have received the rules for Events at the Transfer Station and understands they must be followed by all participants.

[Signature]  
Applicant Signature

**THIS PORTION IS TO BE FILLED OUT BY TOWN OFFICIALS**

Town Approval by: [Signature]

Date: 7/24/24

Comments: \_\_\_\_\_



You're Invited to the  
**15<sup>th</sup> Annual Appreciation Day Cookout**

Lets us show you how much your service to the Town means to us!

For employees and volunteers on  
Town Boards, Committees and Commissions,  
elected and appointed

Council on Aging  
Friday September 20th

STARTS  
AT 12 PM

Personally paid for by the  
BOARD OF SELECTMEN

RSVP to (508) 894-1267

or via e-mail to

[ceaton@wbridgewater.com](mailto:ceaton@wbridgewater.com)

by September 13, 2024

