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

Open Session Agenda
Wednesday, August 13, 2025
Eldon F. Moreira Board of Selectmen Meeting Room – 2nd 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 to view the meeting packet. (Posted by 5 p.m. the day of the meeting.)

PUBLIC HEARINGS

6:45 p.m.: Public Hearing to consider the joint petition of Massachusetts Electric Company and Verizon New England, Inc.: **Plan No. 31071095** (3-9)

1. **APPOINTMENTS**

7:00 p.m.: **Joint Meeting with the Water Commissioners**

2. **Warrants/Board of Selectmen Business**:

a. Vote to Approve Antique License Application for Second Hand Cyn's Located at 280 South Main Street (10-12)

b. Vote on Fire Appointments:
   - Deputy Fire Chief – Lieutenant William Choate (13)

c. Vote on Police Appointments:
   - Special Police Officer – Earl J. Johnson (14-16)
   - Police Officer – Danniel Arriola (17-18)

d. Vote to Ratify David Farrell's Employment as Veteran's Agent (19)

e. Vote to Ratify Mackenzie Lewis' Employment as DPW Laborer (20)

f. Vote to Ratify Francine Burns' Employment as COA Outreach Coordinator/Shine Counselor (21)

g. Vote to Ratify Benjamin Smith's Employment Contract as Cable Station Manager (22-25)

h. Vote to Reclassify Jill Janovsky as Head Administrative Secretary (26-29)

i. Vote to Ratify Kristen Lynd's Transfer from Part-Time Principal Secretary for the Building Department to Full-Time Assistant Town Accountant (30)

j. Vote / Approve Opioid Funds for the School Department for AED Units and Professional Development (31)

k. Vote to Award Kennel Boarding Contract to JM Pet Resort (32-37)

l. Vote to Award SERSG Paper Contracts July 1, 2025 – June 30, 2026 (38-41)

m. Approve the Meeting Minutes of May 21, 2025 (42-44)

n. Accept the Meeting Minutes of June 17, 2025 for Review (45-47)

o. Vote – Request Crosswalk at Buttonwood and N. Elm Street

p. Vote – Consider Land Donation – 0 Manley Street (48-50)

q. Special Permit Modification/Site Plan Review – Planning Board – 0 & 315 Manley Street – Trailer Storage/Warehouse (51-59)

r. Site Plan Review / Special Permit – ZBA – 482 East Center Street – Pet Grooming (60-65)

s. Special Permit Modification – Planning Board – 1 Component Park – Warehouse (66-76)

3. **Communications and Reports from Boards, Commissions and Town Officials:**

a. Vote to Accept Marco Barrile's Resignation from Municipal Building Needs Committee (77)

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

5. **Public Comment Period:**

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

a. Vote – Swap Agreement – First Amendment (78-95)

b. Vote – FY 25 End of Year Transfers (96-100)

c. Discussion/Possible Vote – Delegate and Alternate to the Old Colony Planning Council (101)

d. FYI – Finance Committee Appointments

e. FYI – Q1 2025 Municipal Electrical Aggregation Savings Report (102)

f. FYI – Request to Use Town Hall Parking Lot – Car Wash Fundraiser for WB Seniors – August 16, 2025 (103-104)

g. FYI – State Aid – Final Report (105-106)

h. FYI – Meeting with Senator Driscoll

i. FYI – U.S. Representative Lynch Memo to Town (107-108)

j. FYI – AGO Advisory on MBTA Act – Initial Discussion on STM is October (109-110)

k. FYI – National Grid Consumer Advocate Event – Fall

l. FYI – Public Safety Day

m. Discussion – Employee Appreciation Day

7. **Executive Session:** Pursuant to MGL Chapter 30A, Section 21 (a) Exception 3, to discuss strategy with respect to ongoing litigation, specifically, National Prescription Opioid Litigation

8. **Adjourn**

Ad Preview

484 West St.

LEGAL NOTICE
TOWN OF WEST BRIDGE-WATER
PUBLIC HEARING
BOARD OF SELECTMEN

The Board of Selectmen will hold a public hearing on Wednesday, August 13, 2025 at 6:45 p.m. on the joint petition of Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc. to install 1 new pole at 484 West St, West Bridgewater. The hearing will be held in Town Hall, Eldon Moreira Board of Selectmen Meeting Room, 2nd Floor, 65 North Main Street, West Bridgewater.

Plans available in the Selectmen's Office.

Board of Selectmen
Jeffrey P. Ryan, Chairman

AD# 11531737
BE 08/01/2025

nationalgrid

RECEIVED
JUL 01 2025
BOARD OF SELECTMEN
TOWN OF WEST BRIDGEWATER

June 27, 2025

The Board of Selectmen of West Bridgwater, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit, please contact:

Chad Bonin #781-384-2318

Please notify National Grid's Kimberly Samson of the hearing date / time to kimberly.samson@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

National Grid: Kimberly Samson; 100 East Ashland St, Brockton, MA 02302

Very truly yours,

Robert Leonida

Robert Leonida
Supervisor, Distribution Design

Enclosures

Questions contact - Chad Bonin chad.bonin@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen
Of West Bridgewater, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

West Street - National Grid to install 1 JO pole on West Street beginning at a point approximately 50 feet East of the centerline of the intersection of West Street and United Drive. National Grid to install new P64-50 and recloser. West Bridgewater, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – West Street - West Bridgewater, Massachusetts.

No.# 31071095

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID Robert Leonida
BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY Albert G. Bessette, Jr.
Manager / Right of Way

Questions contact - Chad Bonin #781-384-2318

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Massachusetts Electric Company d/b/a
NATIONAL GRID Robert Leonida
BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

June 27, 2025

Questions contact – Central Design Chad Bonin #781-384-2318

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectman - West Bridgewater, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 24th day of November, 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – West Street - West Bridgewater, Massachusetts.

No.# 31071095

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

West Street - National Grid to install 1 JO pole on West Street beginning at a point approximately 50 feet East of the centerline of the intersection of West Street and United Drive. National Grid to install new P64-50 and recloser. West Bridgewater, MA.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of ,Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
At a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND, INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

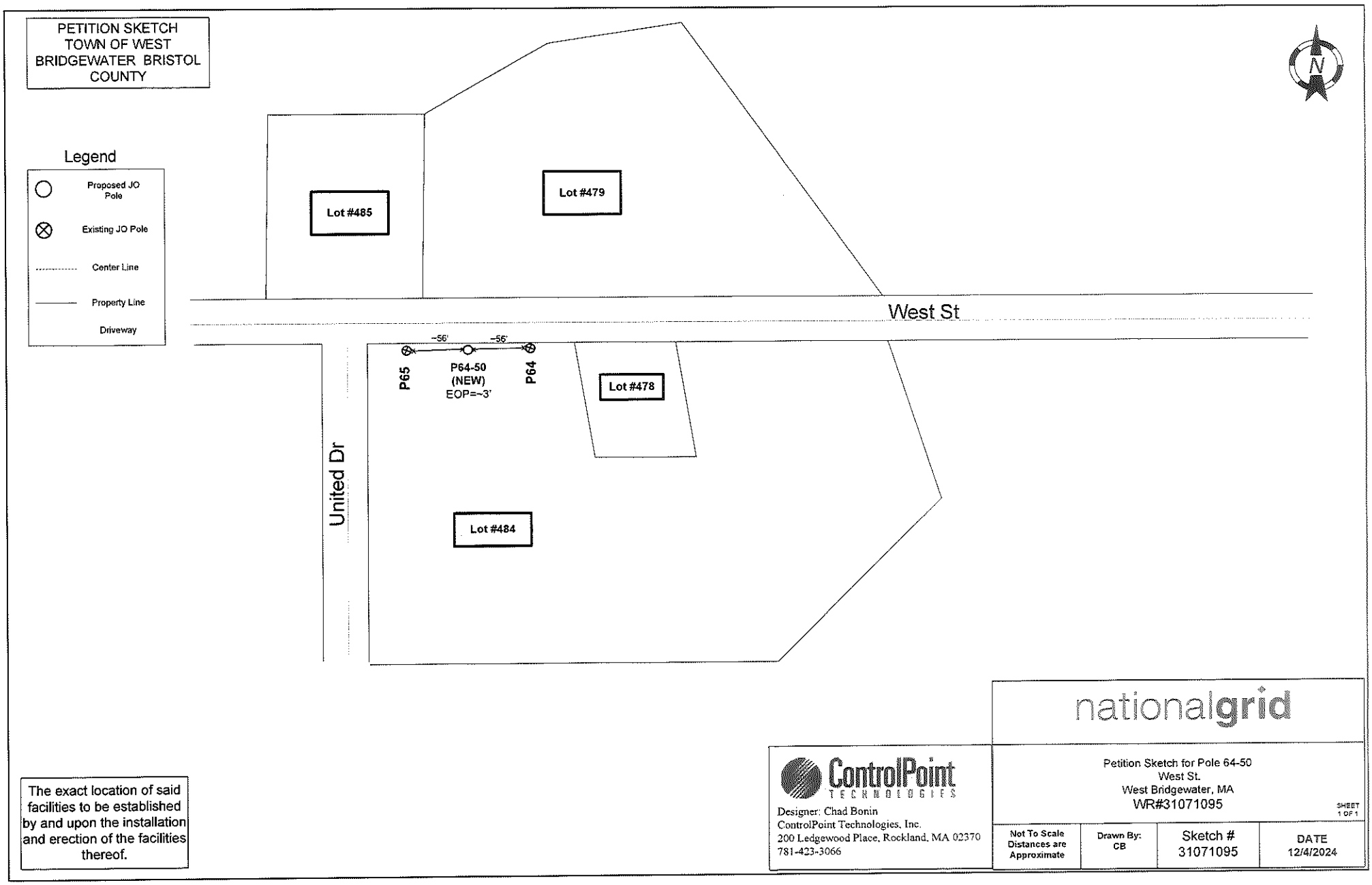
Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 and recorded with the records of location orders of the said City, Book , and Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk

PETITION SKETCH
TOWN OF WEST
BRIDGEWATER BRISTOL
COUNTY



The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.

nationalgrid

ControlPoint TECHNOLOGIES

Designer: Chad Bonin
ControlPoint Technologies, Inc.
200 Ledgewood Place, Rockland, MA 02370
781-423-3066

Petition Sketch for Pole 64-50
West St.
West Bridgewater, MA
WR#31071095

SHEET 1 OF 1

Not To Scale Distances are Approximate	Drawn By: CB	Sketch # 31071095	DATE 12/4/2024

Board of Selectmen

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF WEST BRIDGEWATER
APPLICATION FOR ANTIQUE LICENSE

NO

Fee 100.00 Date 20

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies in accordance with the provisions of the Statues relating thereto

ANTIQUE AND SECOND HAND SHOP

Second Hand Cyn's

(Full name of person, firm, or corporation applying)

Cynthia A. Woodford

280 S. Main St., W. Bridgewater, MA 02379 (Business - Street and number)

In said Town of West Bridgewater in accordance with the rules and regulation make under authority of said Statutes.

Business Phone: 774-223-0054 **Home Phone:**

Home Address:

E-Mail Address:

Hours and Days of Operation: Wed - Sat. 11:00 - 5:00 & Sunday 11:00 - 3:00

Do you own ◯ or (X) **lease the premises? If leasing please provide a copy of a lease agreement or purchase and sales agreement (if purchasing an existing business please attach purchase and sale agreement)**

Have you been refused a license in any city or town at any previous time Yes ◯ or (X) No

Description of Articles to be Sold (Please be specific)

Antiques, Vintage, Furniture, house decor

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

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: Second Hand Cyns LLC

Address: 280 South Main St., Suite C

City/State/Zip: W. Bridgewater, MA 02379 Phone #: 774-223-0054

Are you an employer? Check the appropriate box:

1. [X] I am a employer with 0 employees (full and/or part-time).*
2. [X] I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. [ ] We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. [ ] We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

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

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

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

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

Signature: Cynthia A. Woodford Date: July 14, 2025

Phone #: 774-223-0054

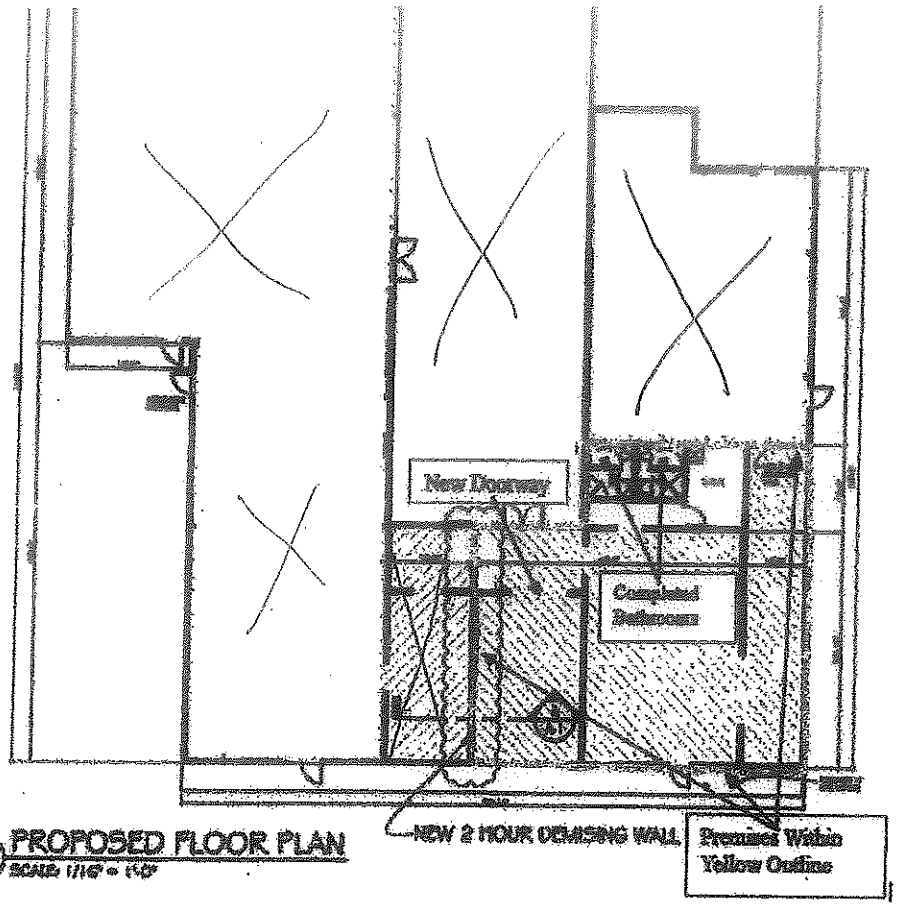
Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (check one):

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

Contact Person: _____ **Phone #:** _____



1 PROPOSED FLOOR PLAN
SCALE: 1/16" = 1'-0"

KE 1/16/25

200 South Main Street, West Bridgewater, MA

Back Door

Bathroom | Bathroom | storage

Door

Front Door

LINCOLN B. THIBEAULT
Fire Chief

TOWN of WEST BRIDGEWATER
FIRE DEPARTMENT

Date: July 16, 2025

To: The Honorable Board of Selectmen

From: Fire Chief Lincoln Thibeault

Subject: Deputy Fire Chief Promotion

To the Honorable Board of Selectmen,

It is with great pleasure to announce the promotion of Lieutenant William Choate to Deputy Fire Chief, effective August 10, 2025. Following a department-specific assessment conducted by an outside firm on August 26th, he achieved the highest score of 85 and excelled in all evaluated areas. With 24 years of service, Lieutenant Choate brings extensive knowledge and experience to his new role.

I look forward to seeing you all at your next available Board of Selectmen's meeting.

Respectfully,

Lincoln Thibeault
Chief of Department

99 West Center Street • West Bridgewater, MA 02379
Phone: 508.586.3232 • Fax: 508.894.4062

Town of West Bridgewater
POLICE DEPARTMENT

Chief of Police Timothy W. Nixon
Phone (508) 894-1294
Fax (508) 894-1295

99 West Center Street
West Bridgewater, MA 02379
wbpd.com

To: Honorable Board of Selectman

From: Tim Nixon

Date: July 7, 2025

RE: Appointment of Special Police Officer

Dear Honorable Board;

I am requesting the appointment of Earl J. Johnson as Special Police Officer for the Town of West Bridgewater. Trooper Johnson (Ret) has recently retired from the Massachusetts State Police after 20 years of exceptional service and holds multiple certifications as a trainer/instructor that would be very beneficial to the West Bridgewater Police Department. Mr. Johnson is up to date on all his required certifications through POST and has passed all background requirements. As a Special Police Officer, Mr. Johnson's main function would be traffic details, however with his background as an instructor and trainer, I aim to utilize his skills to help enhance our in house training programs. It is without hesitation that I recommend Mr. Johnson to be a part time Special Police Officer. If you have any concerns please feel free to reach out to me directly.

Respectfully submitted,

Timothy Nixon
Chief of Police

Earl J. Johnson

email:

Work Experience

4/2005-11/2024 **Massachusetts State Police: Trooper. (Honorable Retirement)**

- 8/2019-11/2024 SP Middleboro Sub-Station- Day shift patrol.
- 7/2016-8/2019: SP Bourne Sub-Station- Day shift patrol.
- 10/2012-7/2016: SPA-**Defensive Tactics Coordinator/Fitness Instructor.**
- 6/2012-10/2012: SP Logan Airport- Midnight shift patrol.
- 8/2011-3/2012: Assigned as a **Drill Instructor**, 80th R.T.T.
- 9/2007-7/2012: Assigned to **Special Emergency Response Team.**
- 1/2007-6/2012: TDY to SPA- **Fitness Coordinator.**
- 5/2007-9/2007: Assigned to H Troop **Mobile Field Force.**
- 10/2006-6/2012: SP Milton Sub-Station- Midnight shift patrol.
- 2/2006-9/2006: TDY to SPA- **Drill Instructor**, 79th R.T.T.
- 9/2005-10/2006: SP Concord Sub-Station- Day shift patrol.
- 4/2005-9/2005: SP Brighton Sub-Station- Midnight shift patrol.

5/2000-10/2004 **Town of Middleboro Police Department: Patrolman.**
Duties included patrol, motor vehicle and criminal law enforcement, as well as conducting various criminal investigations and administrative duties.

8/1996-1/2000 **Plymouth County Sheriff's Department: Correction Officer.**
Duties included providing safety and security for inmates in a direct supervision correctional facility. Selected through competitive process for the department's **Tactical Response Team** 1998-2000.

Military Experience

5/2008-6/2018 **Massachusetts Army National Guard- 101st Regional Training Institute.**
Military Police & Combatives Instructor. Chief Instructor for 31B Phase I (Law and Order Ops.), Modern Army Combatives Program (MACP) & Physical Fitness Training.

Specialized Training Courses

- ***2009*: U.S. Army Total Army Instructor Course.** Strafford, NH. Awarded **"Exceeded Course Standards"** certificate.
- ***2009*: U.S. Army Small Group Instructor Course.** Camp Edwards, MA
- ***2010*: Military Police Advanced Leaders Course Ph 1.** Fort Knox, KY
- ***2010*: U.S. Army Combat Lifesaver Course.** Camp Edwards, MA
- ***2011*: Military Police Advanced Leaders Course Ph 2.** Fort Hunter Ligget, CA Selected as the Class 010 **"Honor Graduate".**
- ***2012*: U.S. Army Combatives Level III Instructor Course.** Camp Edwards, MA Selected as the Class 710-12 **"Honor Graduate".**
- ***2014*: U.S. Army Combatives Master Instructor Course. (Lvl 4)** Ft. Benning, GA.
- ***2015*: U.S. Army Master Fitness Trainer Course.** Camp Edwards, MA.

1/2004-4/2008 **Rhode Island Army National Guard- Det. 2, 3/172nd Mountain Infantry Co.-**
Infantry Squad Leader. Duties included conducting and supervising Infantry operations in mountainous terrain as well as training soldiers in these operations.

Specialized Training Courses

- ***2004*: U.S. Army Basic Infantryman Course.** Camp Robinson, AR.
- ***2004*: U.S. Army Air Assault Course.** Camp Edwards, MA.
- ***2005*: Interservice Nonlethal Weapons Instructor Course.** Savannah, GA.
- ***2005*: U.S. Army Basic Non-Commissioned Officer's Course.** FT. Dix, NJ. Awarded **"Exceeded Course Standards"** certificate.
- ***2005*: U.S. Army Summer Mountain Warfare Course.** Jericho, VT.
- ***2007*: U.S. Army Winter Mountain Warfare Course.** Jericho, VT.
- ***2007*: U.S. Army Combatives Level I Instructor Course.** Oklahoma City,OK
- ***2008*: U.S. Army Combatives Level II Instructor Course.** Oklahoma City,OK

5/1994-12/2003 **Massachusetts Army National Guard, 772nd Military Police Co.-*MP Sqd Leader.***

Specialized Training Courses and Career Achievements

- ***2000:*** **U.S. Army Primary Leadership Development Course.** FT. Dix, NJ. Presented with the **Squad Leadership Award**.
- ***2000:*** Appointed through competitive selection process to represent the state of MA in the U.S. Army-wide Military Police **"Warfighter Challenge."**
- ***2000:*** Appointed through competitive selection process as the **Team Leader** for 211th M.P. Battalion **Quick Reaction Force/Tactical Security Team.**
- ***2001:*** Appointed **Non-Commissioned Officer in charge** of the **Nantucket Memorial Airport Security Detachment** following 9/11 terrorist attacks.
- ***2001:*** Selected as the **N.C.O. of the Year** for the 772nd M.P. Co.
- ***2002:*** Served as a **Squad Leader** in overseas deployment to **Afghanistan.** Awarded the **Army Commendation Medal** for this service.

4/1992-4/1994 **U.S. Army Reserve.** 1169th Tactical Transport Unit. ***Military Policeman.***
Duties included conducting Physical Security Operations in a seaport environment.

1/1993-5/1993 **U.S. Army Basic Training and Military Police School.** FT. McClellan, AL.

Education

2010-Present **Bridgewater State University.** Bridgewater, MA.
Master of Science Degree in P.E./Strength & Conditioning.

5/2017 **N.S.C.A. Certified Strength and Conditioning Specialist.** *Certified* Bridgewater, MA.

11/2017 **American Council on Exercise Personal Trainer.** *Certified since 2007* Boston, MA

1998-2002 **Western New England College.** Springfield, MA.
Master of Science Degree in Criminal Justice Administration.

Academy Training

11/2004- 4/2005 **Massachusetts State Police Academy.** New Braintree, MA.
77th Recruit Training Troop. Class rank **16 of 136.**

1/2000- 5/2000 **Massachusetts Criminal Justice Training Council- Municipal Police Officer Academy.** Plymouth, MA #00-34. Class rank **6 of 36.**

6/1996-8/1996 **M.C.J.T.C. Basic County Correction Officer Academy.** Plymouth, MA.
Selected as the class #31R-96 **"Honor Graduate."**

Specialized Training

3/2025 **Blue Shield Tactical** De-Escalation Practitioner Course. Shrewsbury, MA.

8/2024 **ASP Trainer Course** (Baton, Handcuff, Tactical Flashlight) *Certified.* Talinn, Estonia

5/2024 **ASP Instructor Course** (Baton, Handcuff, Tactical Flashlight) *Certified.* Endicott, NY.

3/2024 **National De-Escalation Training Center**: Principles & Practice Course. Bristol, RI.

6/2022 **Force Science Institute** Realistic De-Escalation Instructor. *Certified.* Bellingham, MA

8/2021 **S.P.E.A.R. Defensive Tactics Instructor Course.** *Certified.* Groton, MA.

8/2021 **Verbal Judo** Tactical Communication Course. Milford, MA.

6/2021 **M.P.T.C. Defensive Tactics (Level 3) Instructor** *Certified.* Randolph, MA.

6/2021 **L.O.C.K.U.P. Basic Arrest & Control Advanced Instructor** *Certified.* Chicopee, MA.

6/2021 **Force Science Institute Use of Force Analyst** *Certified.* Quincy, MA.

5/2021 **L.O.C.K.U.P. LE Active Diffusion Strategies Instructor** *Certified.* Chicopee, MA

10/2018 **Gracie LE Survival Tactics Level 2 Instructor Course** *Certified.* Howell. MI.

6/2018 **Monadnock DTS, MEB, PR-24 MASTER Instructor** *Certified.* Lowell, MA

4/2018 **SABRE Aerosol (OC) Instructor Course.** *Certified.* Biddeford, ME

1/2017 **Controlled Force Level 1 & 2 DT Instructor Course.** *Certified.* Brockton, MA.

4/2017 **Gracie LE Survival Tactics Level 1 Instructor Course.** *Certified.* Atlantic City, NJ

6/2015 **M.P.T.C. Defensive Tactics (Level 4) Instructor Trainer** *Certified.* Boylston, MA.

6/2015 **L.O.C.K.U.P. Ground Fighting Instructor** *Certified.* Manchester, CT.

10/2014 **FLETC- Use of Force Instructor** *Certified.* New Braintree, MA

10/2013 **Shocknife Spontaneous Edged Weapon Defense Instructor** *Certified.* Brockton, MA

8/2013 **FLETC- Law Enforcement Control Tactics Instructor** *Certified.* Glynco, GA.

3/2011 **F.B.I. Defensive Tactics Instructor.** *Certified.* WestPoint, NY.

7/2006 **Cooper Institute Law Enforcement Fitness Specialist.** *Certified* Worcester, MA.

Town of West Bridgewater
POLICE DEPARTMENT

Chief of Police Timothy W. Nixon
Phone (508) 894-1294
Fax (508) 894-1295

99 West Center Street
West Bridgewater, MA 02379
wbpd.com

To: Honorable Board of Selectmen
65 North Main Street
West Bridgewater, Ma. 02379

From: Tim Nixon
Chief of Police

Date: August 4, 2025

RE: Appointment of New Officer

Dear Honorable Board;

I am requesting the full time appointment of Danniel Arriola to fill our open Police Officer position. Mr. Arriola was one of 109 applicants who applied for our department once we left Civil Service. His score and performance on both the entrance exam and pre assessment physical ability test put him as a strong candidate. Mr. Arriola then appeared before a selection committee consisting of police officers, supervisory, and command staff. During this interview, Mr. Arriola established himself as the perfect fit for our department. We recognized early on that Mr. Arriola has a strong drive and commitment to community policing. His background in teaching shows he has the essential tools to work with the public and maintain a positive image for both himself and his agency.

I met with Mr. Arriola and found him to be mature beyond his years and an overall likeable genuine person. His commitment to his church and church community demonstrates a person willing to sacrifice for others and is the perfect example of his integrity and character. He has met and surpassed all the hiring requirements required by POST-C and the Municipal Police Training Committee. It is without hesitation that I recommend Danniel Arriola for the position of Full Time Police Officer with our department.

If you have any questions or concerns, please feel free to contact me directly.

Respectfully submitted,

Tim Nixon
Chief of Police

Danniel Arriola

[redacted]

EDUCATION

Stonehill College | Easton, MA — May 2023
Bachelor of Science (B.S.) Business Management
Major: Business Management | **Minors:** Spanish & Music | **GPA:** 3.7 | **Awards:** Dean's List, Magna Cum Laude
Coursework Includes: Economics, Marketing, Corporate Finance, Management Negotiation & Decision Making, etc.

WORK EXPERIENCE

Dispatcher | West Bridgewater Police Department — July 2025 – Present
West Bridgewater, MA

- Currently in training
- Assisting dispatchers and officers with logging information relevant to current E911 calls, traffic stops, arrests, etc.

Real Estate Salesperson | Century 21 — November 2022 – Present
North Reading, MA

- Assist clients in buying and selling homes by providing market insight and professional guidance
- Coordinate property showings, negotiations, and paperwork to facilitate successful transactions.

Business Teacher | Bridgewater-Raynham Regional School District — August 2023 – June 2025
Bridgewater, MA

- Teach AP Microeconomics, Business Law, Investing/Finance and Marketing/Entrepreneurship, preparing students with foundational knowledge for higher education and real-world applications
- Develop and implement engaging lesson plans that incorporate real-world case studies, interactive projects, and critical thinking exercises
- Prepare AP Microeconomics students for the College Board Exam through targeted instruction, exam strategies, and data-driven assessment methods

Substitute Teacher (Long-Term) | Bridgewater-Raynham Regional School District — December 2021 – August 2023
Bridgewater, MA

- Maintain the wellbeing of students and provide them with a safe and inclusive learning environment
- Establish and enforce clear classroom expectations
- Facilitate a safe and supportive learning environment

LEADERSHIP EXPERIENCE

Worship Leader | Christ Community Church — March 2019 – Present
Taunton, MA

- Plan and coordinate activities and services to provide support for the worship team and the church congregation
- Mentor and develop potential worship team members by teaching instruments and improving their musical skills
- Provide teams with support, assistance, and care

SKILLS

Language: Fluent in both English and Spanish, with strong written and verbal communication skills
Technology: Proficient in Microsoft Office, Google Workspace, and MLS

Office of the Assistant Town Administrator/HR Director

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

August 12, 2025

David Farrell

Dear Mr. Farrell,

Congratulations! As you are aware, you have been selected to advance to the final stages of the hiring process for the position of a Veterans Services Officer.

This is a part-time stipend position.

Please join us at the Board of Selectmen Meeting on August 13, 2025 at 6:30 p.m. When you can meet the Board and the Town Administrator will recommend the Board ratify your employment. All offers and acceptances are contingent on the Board's approval, a satisfactory physical, a drug screening test and a pre-employment background screening.

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

Sincerely yours,

Linda A. Torres
Asst. Town Administrator/HR Director

cc: David L. Gagne, Town Administrator
Maureen Adams, Assistant Treasurer

Office of the Assistant Town Administrator/HR Director

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

August 12, 2025

Mackenzie Lewis

Dear Mr. Lewis,

Congratulations! As you are aware, you have been selected to advance to the final stages of the hiring process for the position of a Laborer.

This is a full time-union position. Your rate of pay will be $27.29 per hour.

Please join us at the Board of Selectmen Meeting on August 13, 2025 at 6:30 p.m. When you can meet the Board and the Town Administrator will recommend the Board ratify your employment. All offers and acceptances are contingent on the Board's approval, a satisfactory physical, a drug screening test and a pre-employment background screening.

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

Sincerely yours,

Linda A. Torres
Asst. Town Administrator/HR Director

cc: Philip McNulty, DPW Director
David L. Gagne, Town Administrator
Maureen Adams, Assistant Treasurer

Office of the Assistant Town Administrator/HR Director

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

August 12, 2025

Francine A. Burns

Dear Ms. Burns,

Congratulations! As you are aware, you have been selected for a transfer from an Outreach Assistant/MOW Coordinator/Tax Work-Off Coordinator to an Outreach Coordinator/Shine Counselor.

This is a full time non-union position. Your rate of pay will be $26.00 per hour.

Your transfer date will be Monday August 18, 2025.

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

Sincerely,

Linda A. Torres
Assistant Town Administrator/HR Director

cc: David L. Gagne, Town Administrator
Maureen Adams, Assistant Treasurer
Marilyn Mather, Elder Services Director

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this *23rd day of July, 2025*, by and between the Town of West Bridgewater ("Town"), a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Cable Advisory Board, hereinafter referred to as the " Board", and *Benjamin Smith of, Brockton, MA* , hereinafter referred to as " Smith".

WITNESSETH:

WHEREAS, the Board voted unanimously on September 6, 2017 to appoint Smith to the position of CABLE STATION MANAGER for the Town of West Bridgewater, and

WHEREAS, the Board and Smith now desire to enter into a written contract of employment setting forth the terms and conditions of such employment;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT.** The Town hereby employs Smith, and he hereby accepts employment as CABLE STATION MANAGER.

2. **TERM.** The term of employment shall be a period of three (3) years, beginning July 1, 2022 and ending on June 30, 2025 unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Town shall pay Smith an annual salary of *$70,510.00* The Board and Smith shall meet at least 60 days prior to the completion of each twelve-month employment period to review Smith's job performance. The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid. Future reviews of the terms and compensation shall occur with the Board at least 30 days prior to the expiration of each term of this agreement.

4. **DUTIES.** Smith shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth in the job description which is annexed hereto and incorporated herein by reference.

5. **HOURS OF WORK.** The basic workweek of Smith shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to his basic workweek, Smith shall attend all

meetings required by the Board. Smith shall be granted compensatory time off during his basic workweek for all such additional hours worked by him if approved by the Board.

6. **VACATION.** As provided for in Town By-Laws Article 16 "Personnel"

7. **SICK LEAVE.** As provided for in Town By-Laws Article 16 "Personnel"

8. **PERSONAL LEAVE DAYS.** As provided for in Town By-Laws Article 16 "Personnel"

9. **BEREAVEMENT LEAVE.** - As provided for in Town By-Laws Article 16 "Personnel"

10. **JURY DUTY.** In the event Smith is required to perform jury duty, he shall receive leave with pay for the duration of such duty. He shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation.

11. **UNPAID LEAVE.** Unpaid leave may be granted to Smith by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.

12. **HOLIDAYS.** Smith shall be excused from work without loss of pay on the following holidays: The first day of January; Martin Luther King's Birthday; the third Monday in February; the third Monday in April; the last Monday in May; the fourth day in July; the first Monday in September; the second Monday in October; Veteran's Day; Thanksgiving Day, the day after Thanksgiving; one-half day before Christmas Day; Christmas Day, one half day before New Year's day and any other holiday declared by the Governor, the General Court or the Board.

13. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Smith.

17. **PERFORMANCE EVALUATION.** The performance of Smith shall be evaluated in writing by the Board at the end of the six-month probation period and once a year thereafter. Such evaluation shall be made prior to the annual review of his salary provided for in paragraph 3. He shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in his personnel file.

18. **TERMINATION.** This Agreement may be terminated during its term by:

a. Mutual agreement of the parties;
b. Retirement of Smith;
c. Disability of Smith that prevents the performance of his duties for a period of one hundred eight (180) days;
d. Death of Smith;
e. Dismissal of Smith for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, Smith shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If he so requests, he shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify in his behalf.

19. **RENEWAL OF AGREEMENT.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give Smith written notice of at least sixty (60) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event Smith is not interested in a renewal of the Agreement, he shall give the Cable Advisory Board written notice of such fact at least sixty (60) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or Smith referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

20. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Smith and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

21. **INVALIDITY.** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

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

Docusign Envelope ID: 5C430514-FB22-4E3B-8879-40ADEBB9A168

Cable Advisory Board:

By:	Signatures:
Paul Watson	Paul E Watson
Mark Churchill	Mark E. Churchill
Zachary Grimm	
Jason Ross	DocuSigned by: Jason Ross 051D26D1E10845C...

Town Planner
Coordinator of Inspectional Services
Town Hall
65 North Main Street
West Bridgewater, MA 02379
508-894-1200 ext. 7107
taltrich@wbridgewater.com

January 28, 2025

Ms. Linda Torres, Assistant Town Administrator/HR Director
65 North Main Street
West Bridgewater, MA 02379

RE: Request to Change Head Secretary Classification of Jill Janovsky to Head Administrative Secretary Effective July 1, 2025

Dear Linda,

The purpose of this letter is to make a formal request to reclassify Jill Janovsky, from Inspectional Services Head Secretary, to Head Administrative Secretary effective July 1, 2025.

Since joining the Inspectional Services Team on August 26, 2024, Ms. Janovsky has served as the primary administrative contact in the Building Department. She entered the department during a period of staffing and system changes, and Ms. Janovsky has proven to be a positive addition, who faces challenges with professionalism and competency.

According to the *Job Description for Head Administrative Secretary* detailed in Appendix C of the *Agreement between Town of West Bridgewater and Southeastern Public Employees Association*, the Head Administrative Secretary position performs certain duties, which I have listed below along with information as to how Ms. Janovsky is satisfying those requirements:

1. **Position's supervision over certain duties within the department for which the employee will be reporting.** Ms. Janovsky works regularly with myself and other Inspectional Team members to develop process flows within the department (for example within Permit Eyes, our online permitting system). Further, Ms. Janovsky recently began training a new part-time resource in the Building Department, which has highlighted her growing competencies as she is able to clearly articulate information to the new employee;
2. **Employee will need to have a complete knowledge of the operation of the department.** Ms. Janovsky has spent a considerable amount of time covering the Building Department by herself, escalating issues to the Interim Building Commissioner, David Moore, and I as needed. Her knowledge of the day to day operations of the department have proven critical to the continued success of the Building Department.

3. **Be capable of organizing and overseeing the operations for which the position is responsible.** Ms. Janovsky spearheaded the organization of the Building Department file within the shared network files. She assisted with developing the file hierarchy, assisted and continues to assist with the transfer of documents into their appropriate locations for future reference.
4. **Interact well with the department head and/or Board/Commission members for which the employee is working.** Ms. Janovsky has worked exceedingly well and cooperatively with both David Moore, Interim Building Commissioner, other department staff and myself. When discussing my desire to submit this request for Ms. Janovsky's reclassification, Mr. Moore offered his support of the request, siting the value Ms. Janovsky has added to the department.
5. **Interact well with the public in assisting them through whatever processes that office is in charge of.** The very nature of the supporting staff positions in the Building Department require regular interaction with other departments, contractors, homeowners and the general public. Ms. Janovsky has repeatedly commented about her enjoyment of working with the public, and she is continuously observed as helpful when approached at the service counter.
6. **Maintains all records of these interactions.** Ms. Janovsky communicates inquires and questions directly with Mr. Moore and I, and files correspondence in the appropriate property files as needed.
7. **Strong organizational skills.** As stated above, Ms. Janovsky has done and continues to do a tremendous job organizing the Building Department's records.
8. **Advanced computer knowledge.** Work in the Building Department requires extensive use of the Town's online permitting application, work within the Microsoft Office suite of applications (Word, Excel, etc.) as well as using Google applications and various online resources. Ms. Janovsky has done well using all tools, has been open to instruction where appropriate and has shown a willingness to assist others.
9. **Ability to perform detailed work accurately with dispatch and within strict deadlines.** Ms. Janovsky's work product has been completed with a high level of accuracy and she has worked closely with David Moore to work through and issue building permits incredibly efficiently – both as evidenced through our online systems.
10. **Ability to communicate effectively both verbally and in writing.** Ms. Janovsky regularly interacts with visitors to the department at the service counter, and I have personally witnessed her ability to communicate effectively, even when relaying difficult information. I have found her written communication skills when communicating via email, through systems or when drafting communications between departments, to be effective and professional.
11. **Be able to establish positive public relations for the Town, departments and/or divisions.** See #5 above.
12. **Ability to interact effectively and positively with a wide variety of people.** See #5 above.
13. **Ability to identify and analyze complex issues and to develop appropriate recommendations to the supervisor regarding same.** Ms. Janovsky has successfully navigated getting up to speed in her role, while helping to implement process improvements and make recommendations to Mr. Moore and me about operations.

In addition to performing the functions required of a Head Administrative Secretary as outlined above, Ms. Janovsky has helped close out and distribute open business certificate applications and permits; found opportunities to capture more accurate costs of construction, which will translate into thousands of dollars in increased permit fee receipts; and found cost saving opportunities in recurring services.

For all of the reasons I have stated, I respectfully request Ms. Janovsky be reclassified to Head Administrative Secretary effective July 1, 2025. If you have any questions regarding this request, I am happy to discuss further.

Very truly yours,

Tracy L. Altrich
Town Planner/Coordinator of Inspectional Services

cc: David Gagne, Town Administrator
Maureen Adams, Assistant Treasurer
David Moore, Interim Building Commissioner

Town of West Bridgewater

Building Department

65 North Main Street
West Bridgewater, MA 02379
Tel: 508-894-1207

David R. Moore
Interim Building Commissioner
dmoore@wbridgewater.com

January 29, 2025

Ms. Linda Torres, Assistant Town Administrator/HR Director
65 North Main Street
West Bridgewater, MA 02379

RE: Request to Change Head Secretary Classification of Jill Janovsky to Head Administrative Secretary Effective July 1, 2025

Dear Linda,

I have read the letter prepared by Town Planner Tracy Aldrich, dated January 28, 2025, and I whole heartedly agree with every point that she has discussed concerning Ms. Janovsky. The only thing that I would add is that I am impressed with her commitment to the Town of West Bridgewater. In my lengthy career as a Building Official I would have to say that she is one of the most competent Office Administrators that I have ever had the pleasure to work with. I owe a lot of my success over the eight months to her assistance.

While she is not a native of the town she has established deep roots here and appears to have sincere love of the town. In my opinion, her obvious strong commitment to the town makes her a tremendous asset to the town government team.

If you have any further questions, please contact my office.

Sincerely

David R. Moore
Acting Building Commissioner

Office of the Assistant Town Administrator/HR Director

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

August 1, 2025

Kristen Lynds

Dear Ms. Lynds,

Congratulations! As you are aware, you have been selected for a transfer from Principal Secretary in the Inspectional Services Department to Head Administrative Secretary/Assistant Town Accountant.

This is a full-time union position. Your rate of pay will be $27.63 per hour.

Your transfer date will be Wednesday August 6, 2025.

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

Sincerely,

Linda A. Torres
Assistant Town Administrator/HR Director

cc: David L. Gagne, Town Administrator
Tracy Altrich, Director of Inspectional Services
Nicholas Iafrate, Building Commissioner
Kathy Reed, Town Accountant
Philip McNulty, DPW Director
Mike Hutchinson, Assistant DPW Director
Maureen Adams, Assistant Treasurer

Outlook

Opioid Abatement Funds Use

From Robert Casper <rcasper@westbridgewater.gov>
Date Tue 8/5/2025 11:45 AM
To Christine Eaton <ceaton@westbridgewater.gov>

Christine,
The Board of Health, at its regularly scheduled meeting on July 23, 2025, voted to award the sum of $15,000 to the West Bridgewater Public Schools Health Services. Julie Diedrichsen, Nurse Leader, presented a proposal for: a professional development training series, led by licensed mental health professionals for educating school staff on topics like substance use identification, risk assessment, therapeutic communication with students and the like. Also, part of the total award was to replace (2) outdated AED units in key school areas. The Board voted unanimously to award the sum requested. Thank you.

--

Robert Casper
Heath Agent
65 North Main St.
West Bridgewater Ma. 02379
Phone: 508-894-1209

Please be aware that effective January 13 email addresses will change from wbridgewater.com to westbridgewater.gov. Please update your contact information.

Translation Instructions

The Attorney General has determined e-mail correspondence may constitute a public record unless the content of the e-mail is specifically exempted by statute.

The information contained in this electronic message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby informed that any dissemination, copying or disclosure of the material contained herein, in whole or in part, is strictly prohibited. Information contained in this e-mail may be covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. If you have received this transmission in error, please notify the sender via e-mail and purge this message. Thank You

Town of West Bridgewater
KENNEL BOARDING SERVICES
Contract

THIS AGREEMENT made this 23rd Day of July, 2025 by and between the Town of West Bridgewater (Town), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen and JM Pet Resort of Brockton, Ma.

The contract being offered is for a twenty-four (24) month period, from July 1, 2025 through June 30, 2027.

Description of Services

For the purposes of this contract, "Authorized Agent of the Town" will mean the Chief of Police or Town Administrator of the Town of West Bridgewater. The services required by the Town of West Bridgewater include the safe keeping and care of dogs delivered to the kennel for periods of up to ten (10) days each, unless sooner claimed by an owner or as otherwise requested by an authorized agent of the Town.

Hours of Operation:

JM Pet Resort will be open to the public a minimum of eight (8) hours, Monday through Saturday and a minimum of four (4) hours on Sundays.

INSPECTION The Town reserves the right to inspect the kennel to ensure that it is capable of fulfilling all of the requirements set forth in this contract. Further, during the contract period, JM Pet Resort will be subject to periodic compliance inspections of the facility, animals in custody, its records and such other matters covered by these specifications.

INSURANCE: JM Pet Resort will maintain, throughout the life of the contract, Public Liability Insurance on the kennel in an amount of not less than $1,000,000.00. In addition, JM Pet Resort will agree to indemnify and hold harmless the Town from any loss or damage sustained as a result of any act or omission on their part, that of their agents of servants, independent contractors employed by them, employees, invitees, or any other persons, which are sustained or arise as a result of those matters prescribed under the contract. JM Pet Resort will be required to provide a copy of the Public Liability Insurance Policy naming the town as an additional insured to the Town of West Bridgewater prior to signing of the contract.

DELIVERY OF ANIMALS TO KENNEL: JM Pet Resort will accept dogs delivered to the kennel by an authorized agent of the Town seven (7) days a week between the hours of 8:00 AM and 5:00 PM and such other times as may be requested by the authorized agent of the Town. JM Pet Resort will supply transportation of these dogs to the kennel for safe keeping.

CALL OUTS: JM Pet Resort will supply personnel to responds to various locations within the jurisdiction of the Town of West Bridgewater to assist in the capture of the dog. (Call out fees based on the schedule of fees, attached and part of this document)

CONSULTING: JM Pet Resorts owner or his/her designee will be available for consultation with the Town's Animal Control Officer. JM Pet Resort owner or designee will advise the Town's Animal Control Officer when such requests are made from the Town. Additionally, the Town will budget up to $500.00 a year for the Kennel owner for reimbursement of continuing education seminars in the field of Animal Control issues and recertification. Prior approval must be obtained for such seminars from the Chief of Police or his designee. Any consulting that the kennel provides which requires his/her presences a **call out fee** will be paid by the Town. (This fee based on the schedule of fee's attached) (Each consulting "call out fee" represents one (1) hour of service/consultation and/or location. Any additional time beyond an hour will result in an additional call out fee.

CARE and MAINTENANCE. JM Pet Resort will provide for the safekeeping, proper care and feeding of all dogs delivered to the kennel. They will also be responsible for ensuring that an ill or injured dog is treated promptly (by a licensed veterinarian depending on the nature and/or seriousness of the illness or injury) and that any prescribed medication is promptly obtained and administered. Weather conditions permitting, dogs will have access to a secure outside run between the hours of 8:00 AM and 6:00 PM. The kennel operator **(if required)** will be responsible for the administration of Kennel Cough prophylaxis upon admission of impounds and administration of rabies vaccination as prescribed by MGL Chapter 140, section 145B, as amended.

RECORDS. JM Pet Resort will maintain the following records on each dog delivered to the kennel:

1. A "TOWN OF WEST BRIDGEWATER ANIMAL IMPOUND SLIP" slip, prepared initially by the agent of the Town or a representative of JM Pet Resort consisting of three parts and containing provisions for the following information

*Date of delivery

*License Number

*Location picked up

*Rabies Cert Number

*Breed

*Sex

*Name of Owner

*Owner Address

*Color

*Charges

*Collar

*Discharge date

*Number of days animal was held in kennel

- Owner Signature (The IMPOUND SLIP must be signed by the person claiming the dog). If the address of the person claiming the dog is different from that of the owner, his/her address will be added to the bottom of the IMPOUND SLIP. The contractor should ensure legible writing is used to fill out the IMPOUND SLIP.)
- A brief medical history of the animal during its custody by the kennel including the name of the veterinarian who may have treated the dog. (Required only when such treatment is necessary.)

DISTRIBUTION of RECORDS.
The IMPOUND SLIP will be distributed as follows:
Original-West Bridgewater Police Department., appended to the monthly Report with payment
Yellow Copy- Retained by kennel.
Pink Copy- Owner/person claiming dog or cat.

RECORDS RETENTION. JM Pet Resort will maintain one copy of the IMPOUND SLIP, along with any other documents such as the Medical History report, on file until the contract is terminated. Upon termination of the contract, copies of all documents on file including dog license listings will be turned over to the Town of West Bridgewater. The kennel will retain copies of such records as may be required by law or regulation.

Fees and Reports

BOARDING and MEDICAL FEES-COLLECTION and CHARGES. JM Pet Resort will be responsible for collecting the following fees and charges from the owner of the dog at the time it is claimed:

* Kennel fee (based on the schedule of fees) attached and part of this document
* Town of West Bridgewater CALL OUT FEE. (based on the schedule of fees)
* Leash Law violation (if applicable) (1st off $20.00, 2nd $30.00, 3rd $40.00, 4th $50.00)

Unlicensed or untagged dog fine (if applicable) ($25.00)

* After hours, Sunday or Holiday pick up (based on the schedule of fees)
* Costs for IT and Rabies shots
* Cost of veterinarian services and medical expenses.

JM Pet Resort may add a surcharge of up to ten (10) percent not to exceed $25.00 to medical bills charged an owner or the Town to cover certain incidental costs relating to transportation of a dog to a veterinarian's office, telephone expenses incurred in connection with medical treatment and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained and the date they were obtained.
The Town of West Bridgewater will be responsible for paying the kennel fee and any medical. Prior notification required for medical expenses.
The Town will not occur any expenses for dogs which remain unclaimed at the end of the ten (10) day holding period. The town will not be responsible for fees accrued after the ten (10) day holding period has expired, unless the town has authorized a holding period in writing, in excess of the ten (10) day period. The only individuals authorized to approve an extension are, The Chief of Police or his designee.

REPORTS and PAYMENTS TO THE TOWN. JM Pet Resort owner or designee has the responsibility for delivering reports and collected fees monthly to the West Bridgewater Police Department on the 15th of the month. The report should clearly delineate all fees paid to the kennel directly attributable to dogs delivered by the Town for safe-keeping and care. Each such report will have appended to it copies of properly completed IMPOUND SLIPS as substantiating documentation for fees collected. Each report will be accompanied by a check made payable to the "TOWN of WEST BRIDGEWATER in the total amount of the Town fees reported as having been collected.
OWNER NOTIFICATION. Upon award of this contract, the Town will provide the JM Pet Resort with a complete listing of all dog licenses issued to date by the Town. Periodic up-dates of the listing will be provided during the life of the contract. All copies of the listing(s) will remain the property of the Town of West Bridgewater and may not be duplicated or used for any purpose other than that specified in the contract without the written consent of the Town of West Bridgewater. Upon delivery of a dog, but no later than 24 hours following, the kennel owner will ascertain the name of the owner from the dog license listing or such other identification on the dog's collar and notify the owner to retrieve the animal. If JM Pet Resort is unable to determine the name of the owner from the listing or other identification, he/she will make an *effort* to identify the owner through periodic review of the "Lost and Found" section of local newspapers.
RETRIEVAL BY OWNER. JM Pet Resort will require the person claiming the dog to show identification (preferably a driver's license). In the case of a dog, a certificate of license is required of all dogs six (6) months of age or greater for release. In the event of non-licensure of a dog, the owner or person claiming the dog will be required to show proof of licensure prior to release by the kennel. The kennel owner will not be responsible for ensuring licensure of the dog. The kennel will be responsible for collecting ALL charges due the kennel and the Town of West Bridgewater prior to release of the animal. In addition, the kennel will provide the person claiming the dog with a full disclosure of any medical treatment rendered by a

veterinarian and/or the kennel and by whom it was rendered and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the kennel must obtain the signature, date of birth, and the social security number or driver's license number of the person to whom the dog is released on the IMPOUND SLIP.

Definition of Boarding Day This definition is meant to specifically clarify how fees for a boarding day will be charged and collected by the Kennel. A boarding day will be defined as any part of a calendar day. If an animal is collected by the Animal Officer and brought to the kennel and dropped off, regardless of the duration of time spent at the kennel, which becomes the day one. If the owner retrieves the animal on day 1, regardless of the duration of the stay, a single days boarding charge will be assessed. If the owner picks up the animal on the next day (day two) a second days boarding charge will be assessed, regardless of the duration of the animals stay at the kennel during that second day. For each additional day, any duration at JM Pet Resort for any portion of that day will result in a full day charge being assessed.

DISPOSITION OF ANIMALS AFTER TEN (10) **DAYS.** Unless requested by an authorized agent of the Town to retain the dog, immediately following the tenth (10th) day of confinement The kennel, acting as the Town's shelter, may place such animals as are deemed suitable, up for adoption in accordance with MGL Chapter 140, section 136A. or if deemed unsuitable for adoption may euthanize the animal in a manner deemed acceptable by the American Veterinary Medical Association Guidelines. After the required (10) day hold the Town will reimburse the kennel the cost to euthanize the dog or make a similar payment for a possible adoption.

Failure to Perform

JM Pet Resort must agree to perform the contract to the fullest extent possible. In the event the contractor cannot provide the services to the satisfaction of the Animal Officer, the contract may be terminated with proper documentation showing the nature and cause of the termination at any time during its life. The basic needs for the service must be met.

Termination of Contract

If JM Pet Resort does not meet the obligations outlined in the contract, may place the contract in jeopardy. If services of the JM Pet Resort are subsequently deemed to be unsatisfactory to the Town and are in violation of these specifications, the Town will notify the JM Pet Resort in writing. If mutually agreeable arrangements cannot be achieved between the Town and the contractor, the contract will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three days after mailing said notification. Termination may occur at any time during the life of the contract.

Schedule of fees:

Contract Year 1 (07/01/2025-6/30/2026)

Boarding fee per day:	$45.00
Call Out Fee:	$125.00
After hours/holiday additional call out fee:	$160.00
Kennel Cough:	$48.00 (estimated subject to change)
Rabies Inoculation	$40.00 (estimated subject to change)

Contract Year 2 (07/01/2026-06/30/2027)

Boarding fee per day:	$50.00
Call Out Fee:	$125.00
After hours/holiday additional call out fee:	$150.00
Kennel Cough:	$48.00 (estimated subject to change)
Rabies Inoculation:	$40.00 (estimated subject to change)

Minimum Days of Boarding 150

Dogs: 7/1/2025-6/30/2026
$45 X 150 days of boarding= $6750
(minus any days paid for by citizens)

7/1/2026-6/30/2027
$50 X 150= $7500
(minus any days paid for by citizens)
Call Out Fee: $125

Emergency/Holiday Call Out: $100/surcharge

Courtesy 20% off all Veterinary Services

Southeastern Regional Services Group

Award of PAPER contract for 7/1/2025- 6/30/2026

The Board of Selectmen of the Town of West Bridgewater voted at its meeting held on _____ to award a contract to **W.B. Mason of Brockton, MA** for Paper items listed below for the one-year period commencing on July 1, 2025. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

_____ _____

Chair, Board of Selectmen

_____

Board Member

_____

Board Member

92 BRIGHTNESS

20 lb. White, 8 1/2" x 11" LETTER

W.B. Mason	*$39.40*	per carton	200	cartons	*$7,880.00*
	Bid Price				Sub-Total

20 lb. White, 8 1/2" x 11" LETTER WITH 3-HOLE PUNCHES

W.B. Mason	*$40.90*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

20 lb. White, 8 1/2" x 11" LETTER RECYCLED

W.B. Mason	*$42.40*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

20 lb. White, 8 1/2" x 14" LEGAL

W.B. Mason	*$42.90*	per carton	4	cartons	*$171.60*
	Bid Price				Sub-Total

20 lb. White, 8 1/2" x 14" LEGAL RECYCLED

W.B. Mason	*$45.90*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

20 lb. White, 11" x 17" LEDGER (Carton- 2500 Sheets)

W.B. Mason	*$40.90*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

'20 lb. White, 11" x 17" LEDGER RECYCLED (Carton- 2500 Sheets)

W.B. Mason	*$43.90*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

60 lb., 8 1/2" x 11" LIGHT CARDSTOCK

W.B. Mason	*$62.90*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

96 BRIGHTNESS
20 lb. White, 8 1/2" x 11"

W.B. Mason	*$43.40*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

96 BRIGHTNESS
24 lb. White, 8 1/2" x 14"

W.B. Mason	*$79.90*	per carton	2	cartons	*$159.80*
	Bid Price				Sub-Total

96 BRIGHTNESS
24 lb, White, 11" x 17"

W.B. Mason	*$64.40*	per carton	2	cartons	*$128.80*
	Bid Price				Sub-Total

98 BRIGHTNESS
20 lb. White, 8 1/2" x 11"

W.B. Mason	*$46.30*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

20 Lb. - Bond Paper
25% Cotton or Similar, 8 1/2" x 11"

W.B. Mason	*$129.90*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

COLORED PAPER
20 lb.-One Color- 8 1/2" x 11"

W.B. Mason	*$53.90*	per carton	8	cartons	*$431.20*
	Bid Price				Sub-Total

20 lb.- Assorted colors- 8 1/2" x 11"

W.B. Mason	*$55.90*	per carton	0	cartons	*$0.00*
	Bid Price				Sub-Total

GRAND TOTALS

W.B. Mason	*$8,771.40*
Bidder's Name	

Minutes of the Board of Selectmen Meeting of Wednesday, May 21, 2025. Present were Jeffrey P. Ryan, Chairman and Michael A. Perez, 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, 2nd Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

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 reviewed the details for Firefighter Memorial Sunday.

Mr. Perez **MOVED** to sign the Proclamation for Firefighter Memorial Sunday, Chairman Ryan seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the job description for SHINE/Outreach Coordinator at the COA, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the Employment Contracts for Conservation Agent, Town Planner / Director of Inspectional Services, Director of Public Works, Executive Assistant and Town Administrator as presented, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the One-Day Liquor License Application for Vineyard Farm Located at 175 East Center Street on May 24, 25, 26 2025 from 11 a.m. to 10 p.m., Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the One-Day Liquor License Application for Black Hat Brew Works for Riverwalk on June 2, 2025, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the One-Day Liquor Entertainment License Application for Lion's Club on September 14, 2025 at Friendship Park, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the Kominsky Memorial Request as presented, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to appoint Mr. Perez to the Plymouth County Advisory Board effective July 1, 2025, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the Meeting Minutes of April 16, 2025, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to accept the Meeting Minutes of May 7, 2025 for review, Mr. Perez seconded and so voted unanimously.

The Board discussed a Site Plan Review from the Planning Board for a Barbershop at 482 East Center Street.

Chairman Ryan **MOVED** to support the Site Plan as presented, Mr. Perez seconded and so voted unanimously.

The Board discussed a Site Plan Review from the ZBA for a Contractor's Office and Storage Yard at 453 East Center Street, expressing that they had no comments in response.

Mr. Gagne informed the Board of the Memorial Day Commemorative Service on May 26, 2025.

Mr. Gagne informed the Board of the ADA Coordinator Agreement with Christopher Trudel starting July 1, 2025.

Mr. Gagne informed the Board of the Veterans Officer Position Posting starting July 1, 2025 along with the job description.

Mr. Gagne informed the Board of the Non Union Non Contractual FY26 Compensation approved at Town Meeting.

Mr. Gagne informed the Board of the Police Promotional / Entry Level Exam progress and turnout. Indicating a similar turnout for the Fire Entry Level Exam.

Mr. Gagne informed the Board that the hiring process has begun to replace the retiring DPW employees.

Mr. Gagne informed the Board that the Cold Storage Building is near completion and the Transfer Station Building should be installed by July 1, 2025 and suggested a rolling meeting to view the progress.

Mr. Gagne informed the Board that the new COA carpet has been ordered after Town Meeting approval.

Mr. Gagne informed the Board of the status of PFAS Litigation the Town joined in 2021.

Mr. Gagne suggested having a joint meeting with the Water Commissioners to discuss the spending of the payout from PFAS Litigation and the Water Superintendent's upcoming retirement.

The Board and Mr. Gagne discussed Annual Town Meeting.

Mr. Gagne stated the Board's next meeting will be in June once schedules are arranged.

Chairman Ryan **MOVED** to adjourn, Mr. Perez seconded and so voted unanimously.

Meeting adjourned at 7:08 p.m.

_____

Michael A. Perez, Clerk

Respectfully submitted by Christine Eaton, Executive Assistant.

List of documents included in the May 21, 2025 Meeting Packet:

- *Firefighter's Memorial Sunday Proclamation*
- *Meeting Minutes of April 16, 2025 and May 7, 2025*
- *Job Description for Outreach Coordinator at the COA*
- *Employment Contracts:*
  a. *Conservation Agent*
  b. *Town Planner / Director of Inspectional Services*
  c. *Director of Public Works*
  d. *Executive Assistant*
  e. *Town Administrator*
- *One Day Liquor License Application for Vineyard Farm Located at 175 East Center Street on May 24,25,26, 2025*
- *One-Day Liquor License Application from Black Hat Brew Works for Riverwalk on June 2, 2025*
- *One Day Entertainment License Application for Lion's Club on September 14, 2025*
- *Kominsky Memorial Request*
- *Letter to Appoint Member to Plymouth County Advisory Board*
- *Site Plan Review – Planning Board – 482 East Center Street – Barbershop*
- *Special Permit – ZBA – 453 East Center Street – Contractor's Office and Storage Yard*
- *Memorial Day Commemorative Service – May 26, 2025*
- *Christopher Trudel – ADA Coordinator Agreement*
- *Veterans Officer Position Posting*
- *Non Union Non Contractual FY26 Compensation*

Minutes of the Board of Selectmen Meeting of Tuesday, June 17, 2025. Present were Jeffrey P. Ryan, Chairman, Marcie M. Lee, Vice Chair and Michael A. Perez, 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, 2nd Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

Also, Present:
Police Chief Tim Nixon
Officer Julien-Suavez
Thomas Gosling, DPW Applicant

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 **MOVED** to promote Officer Julien-Suavez to Sergeant, Mr. Perez seconded. A discussion on the motion to promote Officer Julien-Suavez took place. Voted unanimously 3-0 to promote.

Chairman Ryan **MOVED** to ratify Thomas Gosling's employment as DPW Laborer, Mr. Perez seconded. A discussion on the motion to ratify Thomas Gosling's employment as DPW Laborer took place. Voted unanimously 3-0 to ratify.

Chairman Ryan **MOVED** to ratify Robert Casper's Employment Contract as Health Agent, Mr. Perez seconded. Hearing no discussion, voted unanimously 3-0 to ratify.

Chairman Ryan **MOVED** to ratify Eric Beneski's employment as Access Coordinator, Mr. Perez seconded. A discussion on the motion to ratify Eric Beneski's employment as Access Coordinator took place. Voted unanimously 3-0 to ratify.

Chairman Ryan **MOVED** to ratify Daniela Nilsson's Employment Contract as Principal Assessor, Mr. Perez seconded. Hearing no discussion, voted unanimously 3-0 to ratify.

Chairman Ryan **MOVED** to approve the FY26 Appointments to Boards / Committees as presented with the exception of James Holden from Finance Committee, Mr. Perez seconded. Hearing no discussion, voted unanimously 3-0.

Chairman Ryan **MOVED** to award the SERSG Water and Sewer Chemical Supply Contracts as presented, Ms. Lee seconded. Hearing no discussion, Voted unanimously 3-0.

Chairman Ryan **MOVED** to award the SERSG DPW Supply Contracts as presented, Mr. Perez seconded. Hearing no discussion, voted unanimously 3-0.

Chairman Ryan **MOVED** to approve the SERSG Office Supply Contracts as presented, Ms. Lee seconded. Hearing no discussion, voted unanimously 3-0.

Chairman Ryan **MOVED** to approve the SERSG Paper Contracts as presented, Mr. Perez seconded. Hearing no discussion, voted unanimously 3-0.

Chairman Ryan **MOVED** to approve the River Street Permanent Sidewalk and Wall Easement as presented, Mr. Perez seconded. Hearing no discussion, voted unanimously 3-0.

Chairman Ryan **MOVED** to approve the Meeting Minutes of May 7, 2025, Ms. Lee seconded and so voted unanimously 3-0.

Chairman Ryan **MOVED** to accept the Meeting Minutes of May 21, 2025 for review, Ms. Lee seconded and so voted unanimously 3-0.

Chairman Ryan **MOVED** to make a recommendation to defer to the Planning Board on Site Plan Review / Special Permit for 38 & 40 United Drive – Warehouse, Ms. Lee seconded and hearing no discussion, voted unanimously 3-0.

Mr. Gagne reviewed the solid waste contract for EL Harvey with the Board.

Ms. Lee **MOVED** to approve the solid waste contract with EL Harvey as presented, Mr. Perez seconded and so voted unanimously 3-0.

Mr. Gagne informed the Board that the Water Commissioners have agreed to a Joint Meeting on July 23, 2025.

Mr. Gagne informed the Board that James Holden has decided to resign from the Finance Committee at the end of his term.

The Board expressed their gratitude to Mr. Holden for his time and efforts for the Town.
Mr. Gagne informed the Board that Employee Appreciation Day is tentatively scheduled for September 19, 2025.

Chairman Ryan **MOVED** to adjourn, Mr. Perez seconded and so voted unanimously 3-0.

Meeting adjourned at 6:58 p.m.

_____

Michael A. Perez, Clerk

Respectfully submitted by Christine Eaton, Executive Assistant.

List of documents included in the June 17, 2025 Meeting Packet:

- *Police Appointments:*
  a. *Promotional Appointment Letter – Sergeant – Officer Julien-Suavez*
- *Thomas Gosling's Employment Letter as DPW Laborer*
- *Eric Beneski's Employment Letter as Access Coordinator*
- *Robert Casper's Employment Contract as Health Agent*
- *Daniela Nilsson's Employment Contract as Principal Assessor*
- *Meeting Minutes of May 7, 2025 and May 21, 2025*
- *FY26 Appointments to Boards / Committees Approved by the Board of Selectmen*
- *SERSG Water and Sewer Chemical Supply Contracts Award Letter*
- *SERSG DPW Supply Contracts Award Letter*
- *SERSG Office Supply Contracts Award Letter*
- *SERSG Paper Contracts Award Letter*
- *River Street Permanent Sidewalk and Wall Easement*
- *Site Plan Review / Special Permit – Planning Board – 38 & 40 United Drive – Warehouse*
- *Solid Waste Contract for EL Harvey*
- *James Holden Resignation Letter from Finance Committee*

May 29, 2025

Terry L. & Katherine E. Edwards



Town Manager
Town of West Bridgewater
P. O. Box 369
West Bridgewater, MA 02379

Dear Town Manager,

We are writing to formally express our intention to donate a parcel of land that we own to the Town of West Bridgewater, as a gesture of goodwill and in support of the community's development future.

The property, located at 0 Manley Street, consists of approximately 2.09 acres and is legally described as follows: Class 132-UNDEV>LAND, parcel ID 21 004 (copy of bill#856 attached).

It is our desire that this land be used in a manner that best serves the interests of the town and its residents.

We are happy to work with the appropriate town officials to ensure that all necessary legal and administrative steps are completed, including the preparation of a deed of gift, title transfer, and any associated documentation.

The donation is made freely and without expectation of compensation, in the hope that it will contribute positively to the community. Please let us know how we may proceed and whom I should contact to initiate the formal process.

Thank you for your attention, and we look forward to your response.

Sincerely,

Terry L. Edwards

Terry L. Edwards

Katherine E. Edwards

Katherine E. Edwards

Tim Hay | 508-844-1400 | ext. 7117

Based on assessments as of January 1, 2024, your Real Estate Tax for the fiscal year beginning July 1, 2024 and ending June 30, 2025 on the parcel of real estate described below is as follows:

0 MANLEY ST	
Class	132-UNDEV.LAND
Land Area	2.09 AC
Parcel ID	21 004
Land Value	25,100
Building Value	0
Total Valuation	**25,100**

Abatement applications are due in the Assessor's office by 02/03/2025

Assessed owner as of January 1, 2024

EDWARDS TERRY L & KATHERINE E
82 SOUTH ST
AVON, MA 02322

Donate
Wetlands to Town

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF WEST BRIDGEWATER
OFFICE OF THE COLLECTOR OF TAXES

Fiscal Year 2025
Real Estate Tax Bill
Scott Golder, Collector of Taxes

SPECIAL ASSESSMENTS		
Type	Amount	Interest
Total Sp. Assessments	0.00	

Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made.

4th Quarter Payment

Return This Portion With Your Payment

Bill No.	856
Total Real Estate Tax	343.12
CPA	0.00
Abatement/Exemption:	0.00
Total Tax & Sp. Assessments Due	343.12
Preliminary Tax	181.40
Payments Made:	(181.40)
Interest	0.00
AMOUNT DUE 05/01/2025	**80.86**

Make Checks Payable and Mail To:
Town of West Bridgewater PO Box 369 West Bridgewater, MA 02379

MAY REMIT

West Bridgewater
Conservation Commission

65 North Main Street
West Bridgewater, MA 02379

08/06/25

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

RE: Land Donation-Edwards (21/004)

Dear Board members:

I have looked into the parcel listed as Map 21 Parcel 004. It falls in the General Residential/Farming District. The land is all wetlands and is almost entirely in the FEMA flood zone. It does not fall in the Natural Heritage & Endangered Species Zone or the Areas of Critical Environmental Concern. Having no connections to Town owned parcels and no available access to get to it there is little benefit as usable recreational space. There is no conservation or open space benefit to acquiring this parcel at this time.

Please feel free to contact me with any question.

Sincerely,

Timothy J. Hay, MCH
thay@wbridgewater.com
508-894-1200 ext. 7112
Conservation Agent – Tree Warden
MS4/Stormwater Management Coordinator

RECEIVED
TOWN CLERK
2025 JUL 22 AM 10: 17
FILE NO. 171
WEST BRIDGEWATER, MA

Town of West Bridgewater
Building Department
65 North Main Street
West Bridgewater, MA 02379
508-894-1207

PLANNING BOARD AND ZONING BOARD OF APPEALS APPLICATION

Instructions: Please review all instructions and fill out this application legibly and completely. To expedite the process, it is recommended that you bring your completed application to the Building Department for preliminary review and to have the *Building Commissioner Determination* section filled in before filing with the Town Clerk.

Reviewing Board:
- ☒ Planning Board
- ☐ Zoning Board of Appeals

Application Type* *(check applicable)*:
- ☐ Waiver of Site Plan Review
- ☒ Special Permit/Site Plan Review
- ☐ Site Plan Review *(Planning Board only)*
- ☐ Request to Modify an Existing Special Permit/Site Plan Approval
- ☐ Variance *(Zoning Board of Appeals only)*
- ☐ Appeal of Building Commissioner's Determination *(Zoning Board of Appeals only, check applicable)*:
  - o Determination set forth in this application
  - o Determination set forth separately *(see Checklist requirements)*

*For applications related to the Planning Board Rules and Regulations/Subdivision Control Law please visit the Planning Board's page on the Town's website or visit the Town Planner's office at the Town Hall, 2nd floor.

Applicant/Appellant Information:
Name: George Millett Trustee of 315 Manley Realty Trust
Address: 925 Centre Street, Brockton, MA 02302
Phone Number: 508-559-9090/508-726-9873
Email Address: georgemillett@hawkeyefence.com

Site/Project Information:
Site/Project Location: 0 & 315 Manley Street
(If newly created or subdivided property, check with Lincoln Thibeault, Fire Chief at 508-586-3232 or lthibeault@westbridgewater.gov and Daniela Nilsson, Assessor at dnilsson@westbridgewater.gov or 508-894-1212 to obtain the correct street address to be included on all documents and plans.)
Map/Parcel: Map 21, Lot 21 and Map 22, Lot 1
Registry of Deeds Owner's Deed Recording Information: Book Number: 34074 Page Number: 1 or
Document Number (if applicable):
Name of Property Owner(s): George Millett
Owner Phone Number: 508-559-9090/508-726-9873
Owner Email Address: georgemillett@hawkeyefence.com
If applicant and owner are not the same, signature of authorization of owner:

Contractor's Information:
Name:
Phone Number:
Address:
Email Address:

Engineer's Information:
Name: Silva Engineering Associates, P.C.
Phone Number: 508-697-3100
Address: 1615 Bedford Street, Bridgewater, MA 02324
Email Address: info@silvaeng.com

Applicant/Appellant Signature:
I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct,

George Millett — Printed Name of Applicant/Appellant

George Millett — Applicant/Appellant Signature

Building Commissioner Determination – Building Commissioner Use Only

Zoning District(s):

Water Resource Protection District (Y/N):

Applicable Section(s) of Table of Use Regulations:

Use allowed with proper approvals applied for herein (Y/N):

Building Commissioner Notes: SEE ATTACHED LETTER

Signature: Date:
Nicholas Iafrate, Building Commissioner

If you feel you have been aggrieved by the decision of the Building Commissioner/Zoning Enforcement Officer, you have the right to appeal to the West Bridgewater Board of Appeals. Any grievance must be filed within thirty (30) days of this determination. If you need assistance filing an appeals, please contact the West Bridgewater Building Department at 508-894-1200.

Town Clerk's Office Use Only

Received filing fee in the amount of $ 150.00 Check Number: 47772

Clerk's Signature: Date: 7/22/2025

Application Attachments Checklist (complete and submit this form with application)

- ☒ Completed Application form
- ☒ Seven hard copies of all application materials *(including checklist items, full size folded site plans, floor plans and elevations for structures. Please note, you may be requested to provide more hard copies in accordance with the Zoning By-Laws upon request.)*
- ☒ Electronic copy of application materials *(via thumb drive submitted with application)*
- ☒ For Variance and Special Permit/Site Plan (including Modification) applications, attach a site plan that meets the requirements set forth in the Town of West Bridgewater's Zoning By-Laws *(be sure to include lighting, fencing, snow storage area, parking table showing calculations, rendition with dimensions for wall mounted and free standing signs, dumpster pad and enclosure, storage areas with proposed contents, etc.)*
- ☒ For Variance and Special Permit/Site Plan (including Modification) applications, attach certified abutters list and three sets of mailing labels (contact Assessor's Office for requirements)
- ☒ Narrative describing proposed project and how it meets criteria set forth in the Town of West Bridgewater's Zoning By-Laws for applicable application *(be sure to include name of proposed business, proposed hours of operation, number of employees, number of parking spaces, description of heavy construction equipment that will be stored onsite during construction, lists of materials that may be stored onsite (i.e. mulch, wood, tires, chemicals, liquids, etc.), plans for subleasing, etc. If property is in the Water Resource Protection District, please include plans/procedures to deal with accidental discharges, mitigation, training, and equipment onsite to mitigate hazards, etc.). Include rationale for Appeal, Variance or Waiver Request, as applicable*
- ☐ If applicant is not owner, makes sure the owner's signature is on application
- ☒ Application fee check made payable to the Town of West Bridgewater *($50.00 for Zoning Board of Appeals, $150.00 for Planning Board to be paid to the Town Clerk at time of application filing). Please note you will be invoiced separately for legal notice advertisement fee charged by The Enterprise, estimated at around $400)*
- ☐ For appeal, attach copy of decision you are appealing

Helpful Contacts:

- Nicholas Iafrate, Building Commissioner/Zoning Enforcement Officer
  niafrate@westbridgewater.gov
  508-894-1200 ext. 7115
- Rob Casper, Health Agent, for assistance with Board of Health requirements
  rcasper@westbridgewater.gov
  508-894-1209
- Tim Hay, Conservation Agent, for assistance with Tree Warden, stormwater, floodplain and Conservation Commission requirements
  thay@westbridgewater.gov
  508-894-1200 ext. 7112
- Christine Eaton, Executive Assistant for assistance with Board of Selectmen licensing requirements
  ceaton@westbridgewater.gov
  508-894-1267
- Anne Iannitelli, Town Clerk for assistance with Business Certificates
  aiannitelli@westbridgewater.gov
  508-894-1200
- Tracy Altrich, Town Planner/Director of Inspectional Services
  taltrich@westbridgewater.gov
  508-894-1200 ext. 7107

RECEIVED
TOWN CLERK
2025 JUL 22 AM 10:24
FILE NO. 171
WEST BRIDGEWATER, MA

Town of West Bridgewater

Building Department
65 North Main Street
West Bridgewater, MA. 02379
Tel: 508-894-1207

Nicholas Iafrate
Building Commissioner
Zoning Enforcement Officer
niafrate@westbridgewater.gov

July 22, 2025

RE: Modification to a Special Permit File # 171 for a trailer storage area with an inspection warehouse facility at 315 Manley Street and Map 22 Lot 001 Manley Street, West Bridgewater, MA 02379; Special Permit for a new fueling station at 315 Manley Street, West Bridgewater, MA 02379

Owner – George Millet
Engineering Firm – Silva Engineering Associates, P.C.
Zoning District – Industrial
Water Protection District - YES
Use – Section 4.4 Table of Use Regulations – Warehouse & Distribution Center & Gasoline service stations, including routine maintenance operations

The Building Department received an application for a modification to a Special Permit & a new Special Permit on Monday July 21, 2025. After preliminary review of this submission, the below comments are comments from the Building Commissioner/Zoning Enforcement Officer.

1. The site(s) were previously granted Special Permits from the Planning Board in 2004 for a multi-tenant use of the property.
2. The current use of the property consists of 3 tenants involved in "land leases". One tenant, Bowman, operates a warehouse & inspection facility in "lease area 1". Lease area 2 is currently used by Mobile Mini to store working trailers which is an expansion of their use on the abutting property, 125 Manley Street. Lease area 3 will be used for the storage and maintenance of propane gas trucks that are used for delivery by Amazon Corporation.

3. The application proposes a propane storage area and fueling station as part of Lease area 3 to service the delivery vehicles which requires a Special Permit to be granted by the Planning Board.
4. There is no proposed changes to Lease areas 1 & 2 as part of this application.

In summary, the new tenant constitutes the modification to the existing Special Permit #171. The addition of the fuel storage and fueling station also requires a Special Permit to be granted. Due to the fact that this property is within the Water Protection District, the Planning Board shall have jurisdiction over this application.

If you have any further questions, please do not hesitate to contact me.

Thank you,

Nicholas Iafrate
Building Commissioner/Zoning Enforcement Officer
Town of West Bridgewater

Silva
Engineering
Associates, P.C.

Lawrence P. Silva, P.E.

July 16, 2025

West Bridgewater Planning Board
65 N Main Street
West Bridgewater, MA 02379

RE: Special Permit Amendment
0 & 315 Manley Street,
Assessor's Map 22, Lot 1 and Map 21, Lot 21

Dear Board Members,

The purpose of this application is to amend the Special Permit previously granted by the Planning Board at a meeting on August 4, 2004, and recorded as Deed Book 32084, Page 198. The special permit allowed trailer storage and an inspection facility to be constructed by G.E. Equipment Services (GE) on two lots identified as Assessor's Map 22, Lot 1 and Map 21, Lot 21. The total area of the above lots is 23.6 acres located within the Water Resource Protection District, Sub Zones II and III.

The use had previously been approved by the Board of Appeals at a hearing held on June 22, 2004, after finding that the construction of a trailer storage yard and inspection facility would be no more detrimental to the neighborhood than the previous use of the property. The Decision of the Board of Appeals is recorded as Deed Book 32084, Page 196.

The Planning Board issued the special permit with the following conditions:

- The septic system must meet Title 5 requirements with no waivers granted.
- No repairs or maintenance of vehicles on site, only inspections will be allowed.
- No washing of trailers on site.
- All invoice expenses will be paid.
- No floor drains allowed, but if required by the Plumbing Code, they will be built to drain to a tight tank and pumped on a regular basis.
- Only non-motorized trailers will be allowed.
- The appellate Tax Board cases pending with respect to this property will be withdrawn.

The property owner, George Millett, Hawkeye Fence LLC leased the entire site to GE for several years. Later the needs of GE had changed, and the property owner proceeded to continue the site as permitted, with several tenants, each occupying a portion of the overall site.

The front of the site, including the inspection facility, was leased to Bowman who leases 9.9 acres, consistent with the original site plan and permit conditions. The rear of the site continued to be used by GE for trailer storage on 6.0 acres, and 1.6 acres of the rear leased to Mobile Mini to store office trailers as permitted for 125 Manley Street, Map 29, Lot 1 covered by a separate permit granted in 2008 and recorded as Deed Book 38240, Page 93.

The proposed change involves the GE lease area (Lease Area 3) that consists of a 100-foot-wide entrance area that leads to the rear of the lot, abutting Route 24. The proposed change which is shown on the attached "Lease Area Layout" dated July 3, 2025, involves the storage and maintenance of propane gas trucks that are used for delivery by Amazon Corporation. The entrance driveway will be gated and will access a fueling and propane storage area leading to an area where trucks will be parked along with parking spaces for the drivers to leave their personal vehicles.

The maintenance of the propane fueled trucks is minimal and is intended to be carried out in a tended area, as shown on the site plan. No maintenance involving oil or other liquids that pose a threat to the aquifer will be allowed.

Portable bathrooms will be provided and serviced weekly. Lighting will be sufficient to keep the operation safe with no impact to Route 24 and surrounding properties. The hours of operation for the facility will be from 5 am to 11 pm with rare exception, as needed.

Snow storage areas are shown on the site plan and in extreme events, the number of parking spaces will be reduced, as needed.

The use on the Bowman portion of the site (Lease Area 1) is the same as that originally permitted for GE, however, the area is smaller. The same procedures for handling accidental discharges will be utilized and the employees are trained to mitigate hazards. The use of Lease Area 2 by Mobile Mini is strictly for storing work trailers with no hazardous materials that are subject to the release of liquids and consistent with the Special Permit granted for 125 Manley Street.

The area proposed for use by Amazon is for propane powered delivery trucks that do not pose a threat to the release of hazardous materials. The maintenance work and refueling activity will not involve any potential risk to the aquifer. All three lease areas are fenced and have security cameras to ensure that no hazardous materials and/or activities are allowed on the overall site.

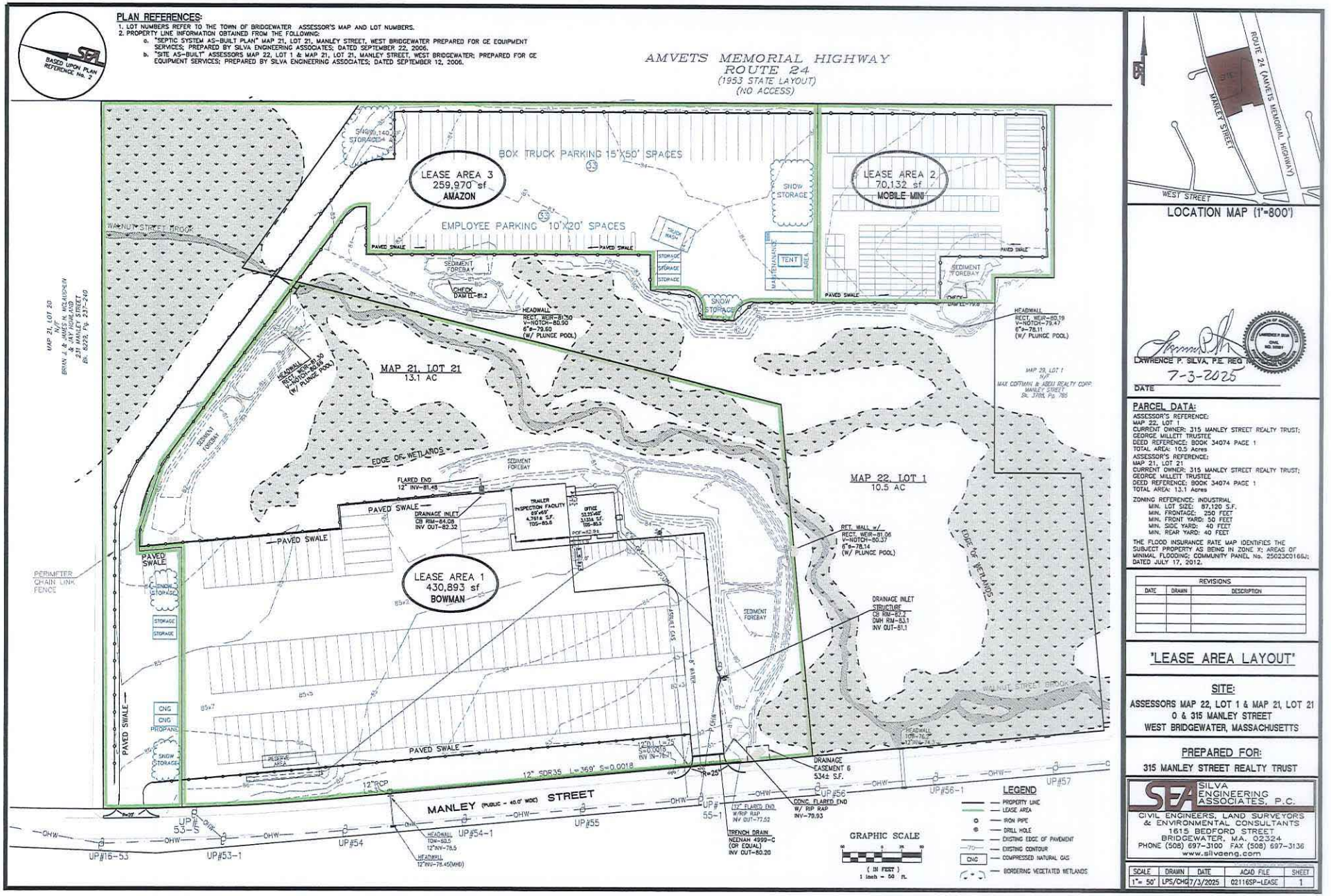
The plan provided shows the three lease areas that constitute the 23.6 acres covered under the existing permit issued by the Planning Board. It is respectfully requested that the permit previously granted by the Planning Board be amended to reference the current site plan and tenants. Any proposed change in the future will be submitted to the Planning Board as an amendment to the permit.

If you have any questions, please feel free to contact me.

Sincerely,



Lawrence P Silva, P.E., S.E.
President


PLAN REFERENCES:
1. LOT NUMBERS REFER TO THE TOWN OF BRIDGEWATER ASSESSOR'S MAP AND LOT NUMBERS.
2. PROPERTY LINE INFORMATION OBTAINED FROM THE FOLLOWING:
a. "SEPTIC SYSTEM AS-BUILT PLAN" MAP 21, LOT 21, MANLEY STREET, WEST BRIDGEWATER PREPARED FOR GE EQUIPMENT SERVICES; PREPARED BY SILVA ENGINEERING ASSOCIATES; DATED SEPTEMBER 22, 2006.
b. "SITE AS-BUILT" ASSESSORS MAP 22, LOT 1 & MAP 21, LOT 21, MANLEY STREET, WEST BRIDGEWATER; PREPARED FOR GE EQUIPMENT SERVICES; PREPARED BY SILVA ENGINEERING ASSOCIATES; DATED SEPTEMBER 12, 2006.
BASED UPON PLAN REFERENCE No. 2
AMVETS MEMORIAL HIGHWAY
ROUTE 24
(1953 STATE LAYOUT)
(NO ACCESS)
LEASE AREA 3
259,970 sf
AMAZON
BOX TRUCK PARKING 15'X50' SPACES
EMPLOYEE PARKING 10'X20' SPACES
LEASE AREA 2
70,132 sf
MOBILE MINI
LEASE AREA 1
430,893 sf
BOWMAN
MAP 21, LOT 21
13.1 AC
MAP 22, LOT 1
10.5 AC
WALNUT STREET BROOK
EDGE OF WETLANDS
PAVED SWALE
SEDIMENT FOREBAY
SNOW STORAGE
TRUCK WASH
MAINTENANCE
TENT AREA
STORAGE
CHECK DAM EL=81.2
HEADWALL RECT. WEIR=81.50 V-NOTCH=80.90 6'=79.60 (W/ PLUNGE POOL)
HEADWALL RECT. WEIR=80.19 V-NOTCH=79.47 6'=78.11 (W/ PLUNGE POOL)
RET. WALL w/ RECT. WEIR=81.06 V-NOTCH=80.37 6'=78.14 (W/ PLUNGE POOL)
FLARED END 12" INV=81.48
DRAINAGE INLET CB RIM=84.08 INV OUT=82.32
TRAILER INSPECTION FACILITY 24'x65' 4,761± S.F. TOG=85.5
OFFICE 33.33'x60' 3,135± S.F. TOG=85.5
DRAINAGE INLET STRUCTURE CB RIM=82.2 DMH RIM=83.1 INV OUT=81.1
DRAINAGE EASEMENT 6 534± S.F.
CONC. FLARED END W/ RIP RAP INV=79.93
12" FLARED END W/RIP RAP INV OUT=77.52
TRENCH DRAIN NEENAH 4999-C (OR EQUAL) INV OUT=80.20
HEADWALL TOW=80.5 12"INV=78.5
HEADWALL 12"INV=78.45(WHD)
12" SDR35 L=369' S=0.0018
12"RCP
MANLEY (PUBLIC - 40.0' WIDE) STREET
UP#16-53
UP#53-S
UP#53-1
UP#54
UP#54-1
UP#55
UP#55-1
UP#56
UP#56-1
UP#57
PERIMETER CHAIN LINK FENCE
CNG
CNG PROPANE
PLOWING AREA
MAP 21, LOT 20 N/F BRIAN J. & JAMES H. MEADOWS 24 MANLEY STREET Bk. 8223, Pg. 237-240
MAP 29, LOT 1 N/F MAX COFFMAN & ABDU REALTY CORP. MANLEY STREET Bk. 37806, Pg. 785
LEGEND
PROPERTY LINE
LEASE AREA
IRON PIPE
DRILL HOLE
EXISTING EDGE OF PAVEMENT
EXISTING CONTOUR
COMPRESSED NATURAL GAS
BORDERING VEGETATED WETLANDS
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
ROUTE 24 (AMVETS MEMORIAL HIGHWAY)
MANLEY STREET
WEST STREET
LOCATION MAP (1"=800')
LAWRENCE P. SILVA, P.E. REG. NO. 32061
7-3-2025
DATE
PARCEL DATA:
ASSESSOR'S REFERENCE:
MAP 22, LOT 1
CURRENT OWNER: 315 MANLEY STREET REALTY TRUST; GEORGE MILLETT TRUSTEE
DEED REFERENCE: BOOK 34074 PAGE 1
TOTAL AREA: 10.5 Acres
ASSESSOR'S REFERENCE:
MAP 21, LOT 21
CURRENT OWNER: 315 MANLEY STREET REALTY TRUST; GEORGE MILLETT TRUSTEE
DEED REFERENCE: BOOK 34074 PAGE 1
TOTAL AREA: 13.1 Acres
ZONING REFERENCE: INDUSTRIAL
MIN. LOT SIZE: 87,120 S.F.
MIN. FRONTAGE: 250 FEET
MIN. FRONT YARD: 50 FEET
MIN. SIDE YARD: 40 FEET
MIN. REAR YARD: 40 FEET
THE FLOOD INSURANCE RATE MAP IDENTIFIES THE SUBJECT PROPERTY AS BEING IN ZONE X; AREAS OF MINIMAL FLOODING; COMMUNITY PANEL No. 25023C0166J; DATED JULY 17, 2012.
REVISIONS
DATE
DRAWN
DESCRIPTION
"LEASE AREA LAYOUT"
SITE:
ASSESSORS MAP 22, LOT 1 & MAP 21, LOT 21
0 & 315 MANLEY STREET
WEST BRIDGEWATER, MASSACHUSETTS
PREPARED FOR:
315 MANLEY STREET REALTY TRUST
SILVA ENGINEERING ASSOCIATES, P.C.
CIVIL ENGINEERS, LAND SURVEYORS & ENVIRONMENTAL CONSULTANTS
1615 BEDFORD STREET
BRIDGEWATER, MA. 02324
PHONE (508) 697-3100 FAX (508) 697-3136
www.silvaeng.com
SCALE
DRAWN
DATE
ACAD FILE
SHEET
1"= 50'
LPS/CHG
7/3/2025
02116SP-LEASE
1

RECEIVED
TOWN CLERK
2025 JUN 25 PM 2:44
FILE NO.
WEST BRIDGEWATER, MA

Town of West Bridgewater
Building Department
65 North Main Street
West Bridgewater, MA 02379
508-894-1207

PLANNING BOARD AND ZONING BOARD OF APPEALS APPLICATION

Instructions: Please review all instructions and fill out this application legibly and completely. To expedite the process, it is recommended that you bring your completed application to the Building Department for preliminary review and to have the *Building Commissioner Determination* section filled in before filing with the Town Clerk.

Reviewing Board:

- ☐ Planning Board
- ☒ Zoning Board of Appeals

Application Type* *(check applicable)*:

- ☐ Waiver of Site Plan Review
- ☒ Special Permit/Site Plan Review
- ☐ Site Plan Review *(Planning Board only)*
- ☐ Request to Modify an Existing Special Permit/Site Plan Approval
- ☐ Variance *(Zoning Board of Appeals only)*
- ☐ Appeal of Building Commissioner's Determination *(Zoning Board of Appeals only, check applicable)*:
  - o Determination set forth in this application
  - o Determination set forth separately *(see Checklist requirements)*

*For applications related to the Planning Board Rules and Regulations/Subdivision Control Law please visit the Planning Board's page on the Town's website or visit the Town Planner's office at the Town Hall, 2nd floor.

Applicant/Appellant Information:
Name: Michelle Garcia
Address: 84 Highland St. South Easton, MA 02375
Phone Number: 781-774-0134
Email Address: Michelle-marquis@comcast.net

Site/Project Information:
Site/Project Location: 482 E Center ST WB
(If newly created or subdivided property, check with Lincoln Thibeault, Fire Chief at 508-586-3232 or lthibeault@westbridgewater.gov and Daniela Nilsson, Assessor at dnilsson@westbridgewater.gov or 508-894-1212 to obtain the correct street address to be included on all documents and plans.)
Map/Parcel:
Registry of Deeds Owner's Deed Recording Information: Book Number:_____ Page Number:_____ or
Document Number (if applicable):
Name of Property Owner(s): Wade Smith
Owner Phone Number: 508 328 2829
Owner Email Address: Wade@irasmith.com
If applicant and owner are not the same, signature of authorization of owner: Wade Smith

Contractor's Information:
Name:_____
Phone Number:_____
Address:_____
Email Address:_____

Engineer's Information:
Name:_____
Phone Number:_____
Address:_____
Email Address:_____

Applicant/Appellant Signature:
I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct,

Michelle Garcia _____ Michelle Garcia _____
Printed Name of Applicant/Appellant Applicant/Appellant Signature

Building Commissioner Determination – Building Commissioner Use Only

Zoning District(s):_____

Water Resource Protection District (Y/N):_____

Applicable Section(s) of Table of Use Regulations:_____

Use allowed with proper approvals applied for herein (Y/N):_____

Building Commissioner Notes:_____

Signature:_____ Date:_____
Nicholas Iafrate, Building Commissioner

If you feel you have been aggrieved by the decision of the Building Commissioner/Zoning Enforcement Officer, you have the right to appeal to the West Bridgewater Board of Appeals. Any grievance must be filed within thirty (30) days of this determination. If you need assistance filing an appeals, please contact the West Bridgewater Building Department at 508-894-1200.

Town Clerk's Office Use Only

Received filing fee in the amount of $_____ Check Number:_____

Clerk's Signature:_____ Date:_____

Application Attachments Checklist (complete and submit this form with application)

- ☑ Completed Application form
- ☐ Seven hard copies of all application materials *(including checklist items, full size folded site plans, floor plans and elevations for structures. Please note, you may be requested to provide more hard copies in accordance with the Zoning By-Laws upon request.)*
- ☑ Electronic copy of application materials *(via thumb drive submitted with application)*
- ☑ For Variance and Special Permit/Site Plan (including Modification) applications, attach a site plan that meets the requirements set forth in the Town of West Bridgewater's Zoning By-Laws *(be sure to include lighting, fencing, snow storage area, parking table showing calculations, rendition with dimensions for wall mounted and free standing signs, dumpster pad and enclosure, storage areas with proposed contents, etc.)*
- ☐ For Variance and Special Permit/Site Plan (including Modification) applications, attach certified abutters list and three sets of mailing labels (contact Assessor's Office for requirements)
- ☑ Narrative describing proposed project and how it meets criteria set forth in the Town of West Bridgewater's Zoning By-Laws for applicable application *(be sure to include name of proposed business, proposed hours of operation, number of employees, number of parking spaces, description of heavy construction equipment that will be stored onsite during construction, lists of materials that may be stored onsite (i.e. mulch, wood, tires, chemicals, liquids, etc.), plans for subleasing, etc. If property is in the Water Resource Protection District, please include plans/procedures to deal with accidental discharges, mitigation, training, and equipment onsite to mitigate hazards, etc.). Include rationale for Appeal, Variance or Waiver Request, as applicable*
- ☑ If applicant is not owner, makes sure the owner's signature is on application
- ☐ Application fee check made payable to the Town of West Bridgewater *($50.00, $150.00 for Planning Board to be paid to the Town Clerk at time of application filing). Please note you will be invoiced separately for legal notice advertisement fee charged by The Enterprise, estimated at around $400)*
- ☐ ~~For appeal, attach copy of decision you are appealing~~

Helpful Contacts:

- Nicholas Iafrate, Building Commissioner/Zoning Enforcement Officer
  niafrate@westbridgewater.gov
  508-894-1200 ext. 7115
- Rob Casper, Health Agent, for assistance with Board of Health requirements
  rcasper@westbridgewater.gov
  508-894-1209
- Tim Hay, Conservation Agent, for assistance with Tree Warden, stormwater, floodplain and Conservation Commission requirements
  thay@westbridgewater.gov
  508-894-1200 ext. 7112
- Christine Eaton, Executive Assistant for assistance with Board of Selectmen licensing requirements
  ceaton@westbridgewater.gov
  508-894-1267
- Anne Iannitelli, Town Clerk for assistance with Business Certificates
  aiannitelli@westbridgewater.gov
  508-894-1200
- Tracy Altrich, Town Planner/Director of Inspectional Services
  taltrich@westbridgewater.gov
  508-894-1200 ext. 7107

Town of West Bridgewater

Building Department

65 North Main Street
West Bridgewater, MA. 02379
Tel: 508-894-1207

Nicholas Iafrate
Building Commissioner
Zoning Enforcement Officer
niafrate@westbridgewater.gov

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2025 JUN 25 PM 2:44
FILE NO.
WEST BRIDGEWATER, MA

Zoning Board of Appeals

June 25, 2025

Special Permit & Site Plan Review

482 East Center Street
West Bridgewater, MA 02379
Map/Parcel – 41/033
Zoning District – Business
Water Protection District – NO

Applicant – Michelle Garcia

The applicant is seeking a Special Permit & Site Plan Review for a pet grooming business. The West Bridgewater Bylaw considers a use such as pet grooming to be categorized as a Commercial Kennel facility. Based on the definition in article 2 of the Zoning Bylaws, the proposed use requires a Special Permit through the Zoning Board of Appeals as the property is not located in the Water Protection District.

The property at 482 East Center Street, is currently a multi-unit semi-vacant commercial building. The applicant is seeking to lease unit 1 and occupy it as a small pet grooming facility. Attached is a site plan showing the site and parking layout.

There is no expansion of the existing footprint of the structure although the applicant is proposing to create some type of an outdoor area for the animals to use to relieve themselves if needed. This proposed outdoor space is not located on the site plan.

If you have any questions, please feel free to contact me at the Building Department.

Thank you.

Nicholas Iafrate
Building Commissioner/Zoning Enforcement Officer
Town of West Bridgewater

I am proposing to open "Country Canine", a small boutique style pet salon, at 482 East Center Street. As a groomer with over 20 years experience, 15 years of that running my own grooming shop in Stoughton, I feel this location will be well suited for my business, as well as a benefit to the community.

Business hours will be Monday-Friday during 8-5 hours, and every other Saturday from 8-5. The salon will be closed on Sundays. I will be the only person working in the space at this time. There will be no employees.

Only grooming will be offered, on a small scale, and by appointment only. After the grooming is completed the dogs will be picked up, assuring only a few dogs are in the salon at any given time. Just 1-2 clients will be there during scheduled drop off and pick up of their pets. Only a few parking spots will be needed.

Care will also be taken to ensure that all products used in the bathing process are non toxic. Certified organic shampoo, and natural conditioners and cleaning products assure that there are no toxic or hazardous materials entering the drainage. The professional pet grooming tub also comes fully equipped with a built in hair catch to prevent any buildup. A freestanding cage unit and two grooming tables will also be used in the space.

An area will be created outdoors to the left of the unit for the dogs to relieve themselves. Bags and a trash receptacle will be provided for clients, and I will also ensure the area is kept clean. The designated potty area will be set away from the other tenants in the building, as well as their customers.

All measures will be taken to provide a low stress and comfortable environment for the dogs in my care. I hope you will consider my business for this location.

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2005 JUN 25 PM 2:44
FILE NO.
WEST BRIDGEWATER, MA

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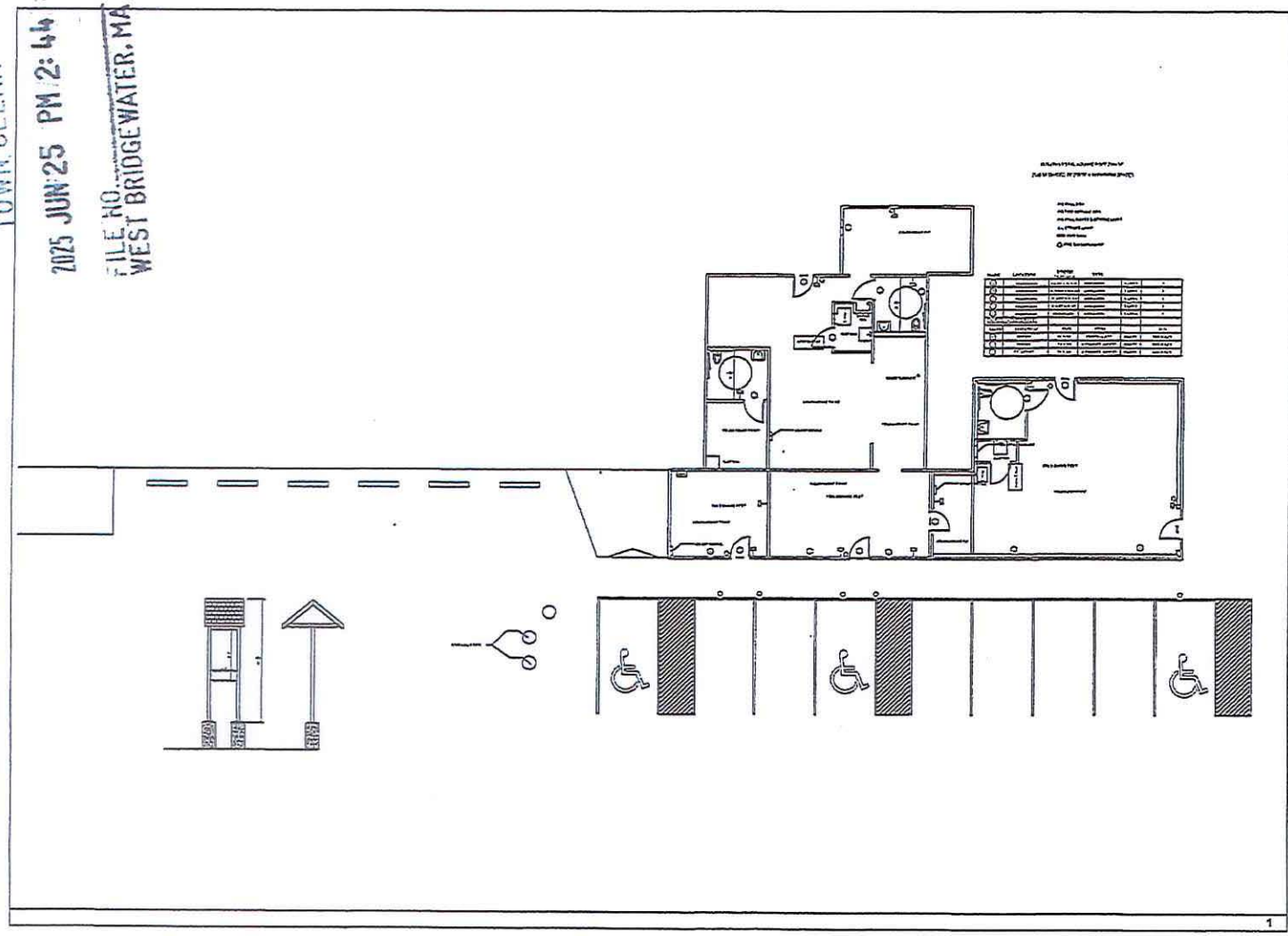
2025 JUN 25 PM 2:44
FILE NO.
WEST BRIDGEWATER, MA



SMITH
COMMERCIAL JOB
422 EAST CENTER STREET
WEST BRIDGEWATER MA,
02379

GENERAL NOTES:

HELLIGE CONSTRUCTION
INC.

FILE NUMBER:	
PROJECT NUMBER:	
DRAWN BY:	ADAM HELLIGE
CHECKED BY:	
SCALE:	1/4"=1'-0"
DATE: JANUARY 15 2024	
REVISIONS	

TITLE
BUILDING SECTION

A-1

Town of West Bridgewater
Building Department
65 North Main Street
West Bridgewater, MA 02379
508-894-1207

PLANNING BOARD AND ZONING BOARD OF APPEALS APPLICATION

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- ☐ Planning Board
- ☐ Zoning Board of Appeals

Application Type* *(check applicable)*:

- ☐ Waiver of Site Plan Review
- ☐ Special Permit/Site Plan Review
- ☐ Site Plan Review *(Planning Board only)*
- ☒ Request to Modify an Existing Special Permit/Site Plan Approval
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Applicant/Appellant Information:
Name: Dulce Lara as SBA & Verizon Wireless agent
Address: 134 Flanders Road Suite 125 Westborough MA 01581
Phone Number: 915-307-0059
Email Address: dlara@sbasite.com

Site/Project Information:
Site/Project Location: 1 Component Park (AKA Place) West Bridgewater, MA 02379
(If newly created or subdivided property, check with Lincoln Thibeault, Fire Chief at 508-586-3232 or lthibeault@westbridgewater.gov and Daniela Nilsson, Assessor at dnilsson@westbridgewater.gov or 508-894-1212 to obtain the correct street address to be included on all documents and plans.)
Map/Parcel: 39 021
Registry of Deeds Owner's Deed Recording Information: Book Number: 4202 Page Number: 365 or
Document Number (if applicable): N/A
Name of Property Owner(s): SBA Monarch Towers I, LLC
Owner Phone Number: 561-322-7831
Owner Email Address: DDay@sbasite.com
If applicant and owner are not the same, signature of authorization of owner:

Contractor's Information:
Name: John Ballard/JLEE
Phone Number: 508-878-0004
Address: 9 Sir Lancelot Dr Bourne, MA 02532
Email Address: jballard@jleeassociates.net

Engineer's Information:
Name: Clement J. Salek
Phone Number: 508-481-7400
Address: 201 Boston Post Road West Suite 101 Malborough MA 01752
Email Address: csalek@chappellengineering.com

Applicant/Appellant Signature:
I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct,

Printed Name of Applicant/Appellant Applicant/Appellant Signature

Building Commissioner Determination – Building Commissioner Use Only

Zoning District(s):

Water Resource Protection District (Y/N):

Applicable Section(s) of Table of Use Regulations:

Use allowed with proper approvals applied for herein (Y/N):

Building Commissioner Notes:

Signature: Date:
Nicholas Iafrate, Building Commissioner

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Clerk's Signature: Date:

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  508-894-1200 ext. 7107

Town of West Bridgewater

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WEST BRIDGEWATER, MA

Building Department
65 North Main Street
West Bridgewater, MA. 02379
Tel: 508-894-1207

Nicholas Iafrate
Building Commissioner
Zoning Enforcement Officer
niafrate@westbridgewater.gov

July 3, 2025

RE: Modification to a Special Permit/Site Plan Approval for a Wireless Communication Facility at 1 Component Park, West Bridgewater, MA 02379

Owner – SBA Monarch Towers I, LLC
Engineering Firm – Clement J. Salek of Chapell Engineering
Zoning District – Industrial
Water Protection District - NO
Use – Section 4.4 Table of Use Regulations – Wireless Communication Facility

The Building Department received an application for a modification to a Special Permit/Site Plan Approval on Wednesday July 2, 2025. After preliminary review of this submission, the below comments are comments from the Building Commissioner/Zoning Enforcement Officer.

1. The site(s) were previously granted Special Permits/Site Plan Approvals from the Planning Board in 2005.
2. The current proposal is an extension of the existing WCF of approximately 10' in height. The current bylaw allows for a maximum height of any WCF to be no greater than 180'.
3. The current WCF is approximately 120' tall and the new extension would create a new height of approximately 130'.
4. Additional to the height extension the applicant is proposing to install 3 new antennas, 3 diplexers and 12 cable lines that will be installed in an enclosed canister located at the base of the WCF.

In summary, due to the proposed 10' extension to the existing WCF the board should determine whether or not to grant the modification to the existing Special Permit to reflect the change in height. Section 8.4.5 of the West Bridgewater Bylaw provides the requirement for this approval.

If you have any further questions, please do not hesitate to contact me.

Thank you,

Nicholas Iafrate
Building Commissioner/Zoning Enforcement Officer
Town of West Bridgewater

July 2nd, 2025

Town of West Bridgewater, Massachusetts
Attn: Building Commissioner - Nicholas Lafrate
Re: Verizon Wireless Existing Tower Cell – *Location: 1 Component Park (AKA Place) West Bridgewater, MA 02379*

To whom it may concern:

This letter is to notify you that SBA Monarch Towers I, LLC on behalf of Verizon Wireless intends on performing minor modifications to its antenna facility located on *1 Component Park (AKA Place) West Bridgewater, MA 02379*.

Verizon Wireless intends to collocate on the existing SBA flagpole located at *1 Component Park (AKA Place) West Bridgewater, MA 02379* (Eligible Facility). Verizon is planning on extending the tower by 10', which, according to 2012 Spectrum Act, Section 6409(a), this will be considered as an eligible facility request. New top of the tower will be at 130' (currently 120'). FAA determination of NO Hazard to Air Navigation has been included to our application.

This project will help support the 5G connectivity needs of residents, businesses, and first responders. Verizon Wireless looks forward to working cooperatively with you to advance these important efforts in your community. Verizon Wireless is committed to working cooperatively with you to process this request in a timely and efficient manner.

Verizon will install (3) antennas, (3) diplexers and (12) Cable lines enclosed (not visible) new canister. No ground disturbance is expected since supporting ground equipment will be installed inside existing equipment room. (the "Request").

Enclosed, please find completed and signed Planning Board and Zoning Board of Appeals application and related materials for the above-referenced existing telecommunications site for our request for Modification of Special Permit.

1. (7) Copy of Registered Easement Agreement and Deed for the property between ground owner and SBA Monarch Towers I, LLC.
2. (7) Eligible Facilities Request to Modify Transmission Equipment at an Existing Communications Tower Letter.
3. (1) Check #2188936 in the amount of $50.0 for Zoning Board of Appeals and (1) Check #2188927 in the amount of $150.0 for Planning Board made payable to Town of West Bridgewater.
4. (7) Sets of Modification Construction Drawings certified by State of Massachusetts Licensed Professional Engineer.
5. (7) Sets of Post Modification Structural Analysis certified by State of Massachusetts Licensed Professional Engineer.
6. (7) Initial Construction Control Document signed by State of Massachusetts Licensed Professional Engineer.
7. (7) Sets of Verizon Project's Construction Drawings certified by State of Massachusetts Licensed Professional Engineer.
8. (7) Sets of Fit analysis created by Chappell Engineering Associates LLC.

9. (7) Sets of FAA letter of determination of NO Hazard to Air Navigation.
10. (1) Construction Supervisor License from John Ballard along with J Lee Associates Certificate of Insurance and Workers Compensation Affidavit.
11. (1) Abutter List for property 1 Component Park West Bridgewater, MA 02379
12. (7) Antennas and Diplexers specifications.

SBA Communications on behalf of Verizon Wireless is committed to working cooperatively with you to process this request in a timely and efficient manner. We welcome the opportunity to answer any questions or concerns you may have to facilitate your review process.

Please do not hesitate to contact me if you have any questions or need any other information.

Respectfully submitted,

Dulce Lara
Site Development Specialist II
New England – New York Metro Area

SBA Communications Corporations
134 Flanders Rd. Suite 125
Westborough, MA 01581
915.307.0059+ C
dlara@sbasite.com
Your Signal Starts Here.

NOTE:

1. TEMPORARILY RELOCATE ANY EXISTING COAX ATTACHED TO THE MONOPOLE AND ANY OTHER MEMBERS WHERE OBSTRUCTION WITH THE PROPOSED MODIFICATION MAY OCCUR.

SCOPE OF WORK

1. A. TEMPORARILY REMOVE EXISTING CANISTER SHROUDS FROM ±88'-0" TO ±120'-0" ELEV.
   B. TEMPORARILY REMOVE EXISTING FLAG TRUCK AND BALL AND TEMPORARILY RELOCATE EXISTING FLAG.
2. INSTALL NEW (3) 1" DIA. ALL-THREADED RODS (F1554-105) AND CANISTER SAVER TO REINFORCE EXISTING SPINE FROM ±88'-0" TO ±108'-0" ELEV. SEE SHEETS A-2 AND A-3 FOR DETAILS.
3. INSTALL NEW (1) HSS 6.000X0.375" X 10'-0" A500, GR-B (42KSI) SPINE EXTENSION FROM ±120'-0" TO ±130'-0" ELEV., SEE SHEET A-4 FOR DETAILS.
4. INSTALL NEW (1) 30" O.D. X 10'-0"± SMOOTH ROUND MULTI-PART CANISTER SHROUDS WITH CONNECTION KITS FROM ±120'-0" TO ±130'-0" ELEV. (TO BE DESIGNED AND PROVIDED BY OTHERS). NOTE: CANISTER SHROUDS COLOR SHOULD MATCH EXISTING MONOPOLE TOWER COLOR.
5. REINSTALL EXISTING (2) 30" O.D. X 10'-0"± AND (1) 30" O.D. X 12'-0"± CANISTER SHROUDS FROM ±88'-0" TO ±120'-0" ELEV.
6. REINSTALL EXISTING FLAG TRUCK & BALL. SEE SHEET A-4 FOR DETAILS.
7. APPLY FOUNDATION COATING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN-UP, REMOVAL AND DISPOSAL OF EXCESS MATERIALS USED AND REMOVED FROM THE STRUCTURE AT THE COMPLETION OF THE PROJECT.

CONSTRUCTION NOTE:

CONTRACTOR TO FIELD VERIFY EXISTING ANTENNA ORIENTATION FROM ±88'-0" TO ±98'-0" ELEV. AND ADJUST THE ORIENTATION OF THE WELDMENT BRACKETS AS NEEDED TO AVOID INTERFERENCE PRIOR TO INSTALLATION OF THE CANISTER SAVER FROM ±88'-0" TO ±108'-0" ELEV.

INSTALLATION NOTE:

CONTRACTOR TO MAINTAIN THE VERTICAL PLUMB OF THE POLE WHILE INSTALLING THE NEW SPINE REINFORCEMENT, CANISTER SPINE AND SHROUDS.



PHOTO 1
FOUNDATION



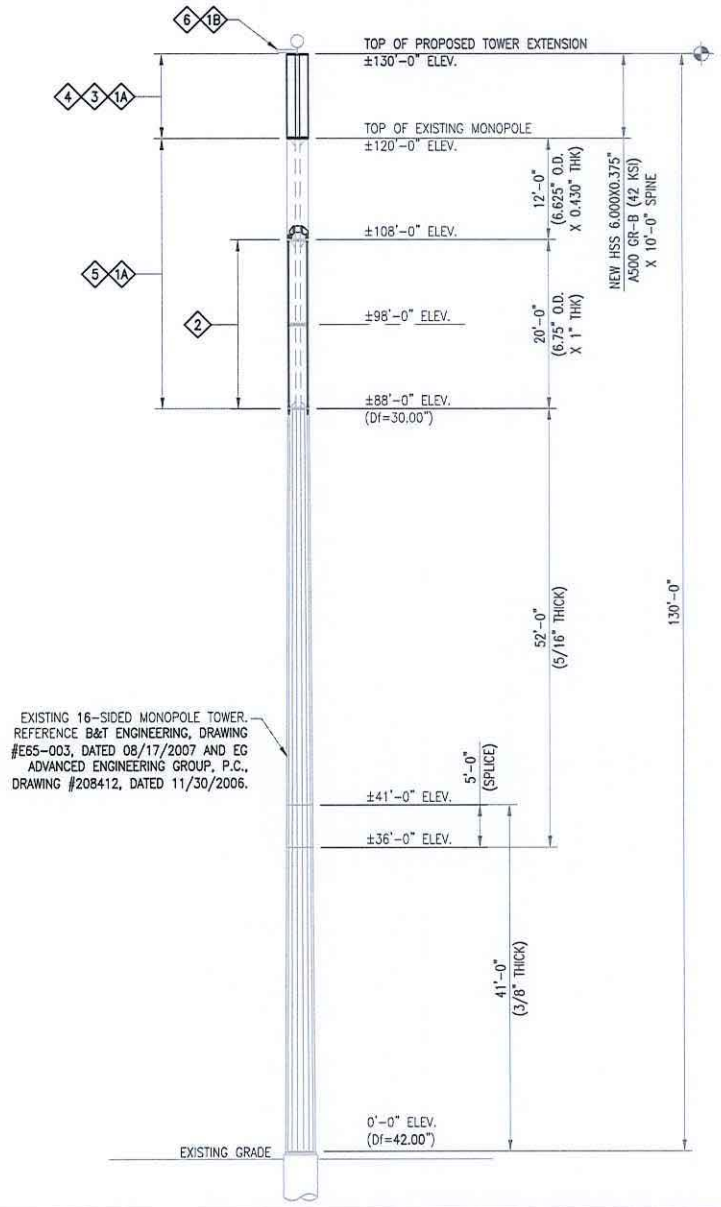
PHOTO 2
TOP CAP/ FLAG TRUCK

FOUNDATION COATING NOTES:

1. THE COATING MATERIALS SHALL BE LANCO WHITE ACRYLIC ELASTOMERIC COATING AND SEALER, OR HYDRO ARMOR COATING.
2. THE COATING CAN BE PLACED AT LEAST (2) DAYS AFTER THE PLACEMENT OF THE CONCRETE FOR FOUNDATION REINFORCEMENT, AND MINIMUM (4) DAYS FOR NEW FOUNDATION CONSTRUCTION.
3. THE CONCRETE SURFACE SHALL BE CLEAN AND DRY PRIOR TO THE APPLICATION OF THE COATING.
4. THE COATING SHALL BE APPLIED TO ALL THE SURFACES OF THE CONCRETE ABOVE THE GROUND AND 6" BELOW THE GRADE SURFACE IF APPLICABLE.
5. MINIMUM 30 MILS COATING IS REQUIRED.



PHOTO 3
CANISTERS



TES
A CONGRUEX COMPANY
1320 GREENWAY DRIVE, SUITE 600
IRVING, TX 75038
PHONE: (972) 483-0607

SBA
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800)-487-SITE

TES JOB NO:
152283

CUSTOMER SITE NO:
MA40142-A-SBA

CUSTOMER SITE NAME:
ELM SQUARE

1 COMPONENT PLACE
WEST BRIDGEWATER, MA 02379

COMMONWEALTH OF MASSACHUSETTS
BRYAN K. LANIER
STRUCTURAL
No. 51089
REGISTERED
PROFESSIONAL ENGINEER

Bryan Lanier
Digitally signed by Bryan Lanier
Date: 2025.01.16 16:42:42 -05'00'

DRAWN BY: DCR | CHECKED BY: DD/JRL

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	DCR	01/16/25

SHEET TITLE:
TOWER PROFILE

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SHEET NUMBER: A-1
REV #: 0

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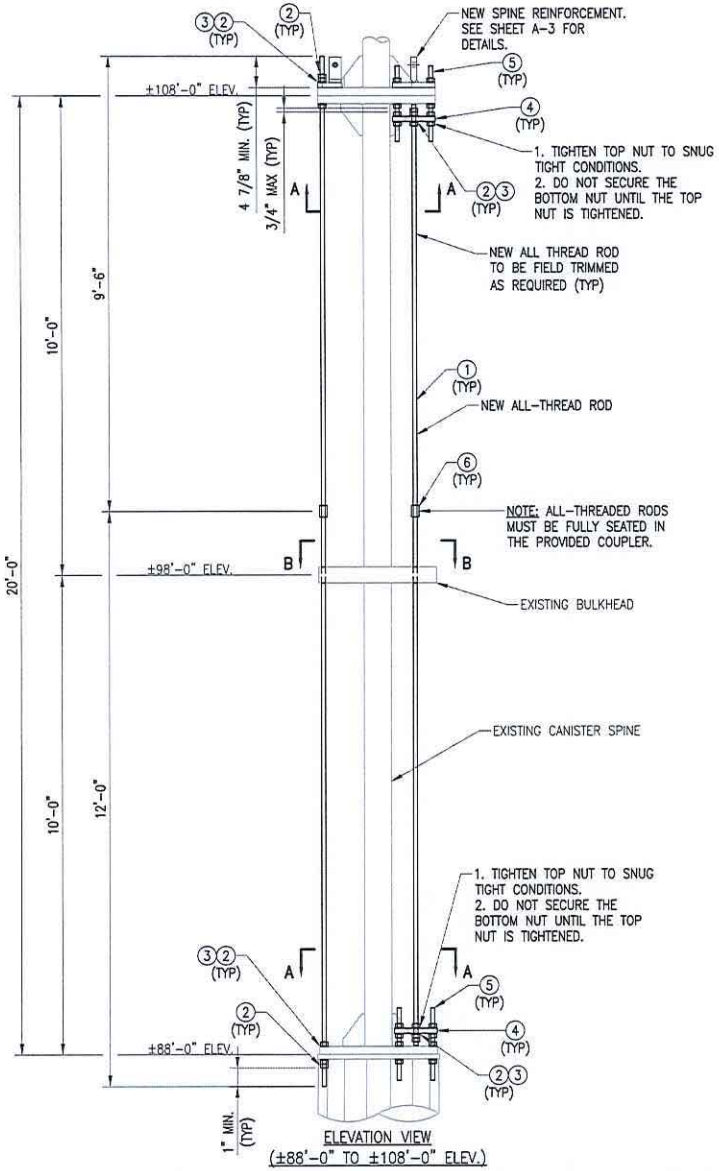
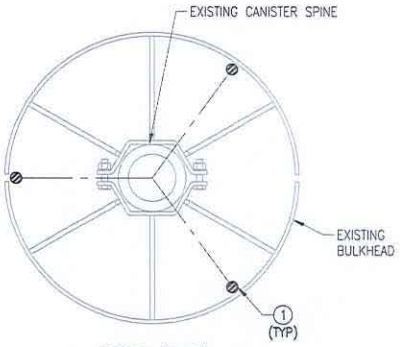
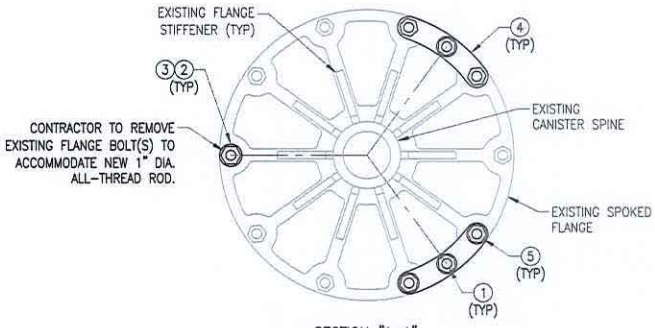
US PATENT 11,359,399 B2



ELEVATION VIEW
(±88'-0" TO ±108'-0" ELEV.)



SECTION "B-B"



SECTION "A-A"

NOTES:
1. APPLY (2) COATS OF ZINKCOTE GALVANIZING COMPOUND TO ALL FIELD CUT, DRILLED, AND REAMED AREAS.
2. TIGHTEN ALL-THREADED RODS PER NOTES ON SHEET GN-1, TABLE 8.2.

ITEM NO.	QTY.	PART NO.	DESCRIPTION
6	3	---	1" DIA. HEAVY HEX COUPLER A563 GR-DH
5	8	ATR1-18	1" DIA. ALL THREAD ROD X 1'-6" (F1554 GR-105)
4	4	CPL-1	PL 1 1/4" X 2 15/16" X 10 9/16" A572-50
3	44	---	1" DIA. HARDENED FLAT WASHER F436
2	50	---	1" DIA. HEAVY HEX NUT A563 GR-DH
1	6	ATR1-144	1" DIA. ALL THREAD ROD X 12'-0" (F1554 GR-105)

TES
A CONGRUEX COMPANY
1320 GREENWAY DRIVE, SUITE 600
IRVING, TX 75038
PHONE: (972) 483-0607

SBA
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800)-487-SITE

TES JOB NO: 152283
CUSTOMER SITE NO: MA40142-A-SBA
CUSTOMER SITE NAME: ELM SQUARE
1 COMPONENT PLACE
WEST BRIDGEWATER, MA 02379

COMMONWEALTH OF MASSACHUSETTS
BRYAN K. LANIER
STRUCTURAL
No. 51089
REGISTERED PROFESSIONAL ENGINEER

Bryan Lanier
Digitally signed by Bryan Lanier
Date: 2025.01.16 16:42:24 -05'00'

DRAWN BY: DCR | CHECKED BY: DD/JRL

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	DCR	01/16/25

SHEET TITLE:
SPINE REINFORCEMENT DETAILS

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SHEET NUMBER: A-2 | REV #: 0

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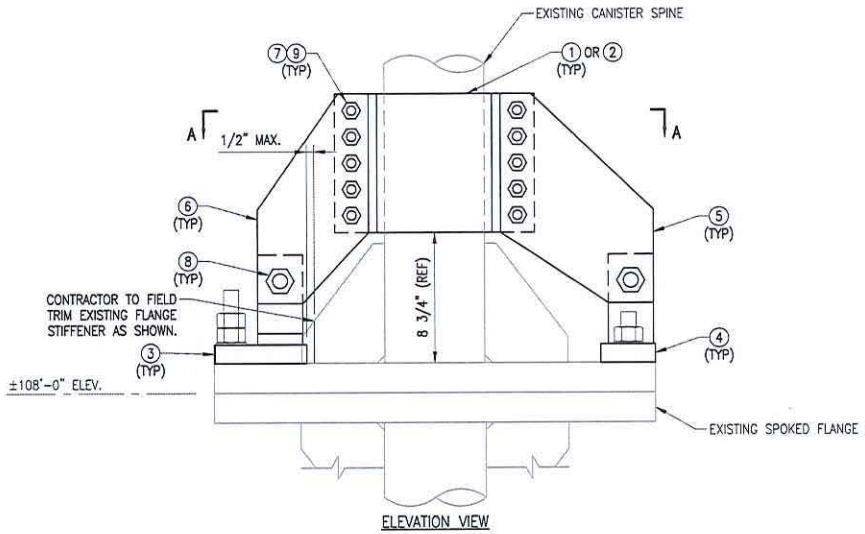
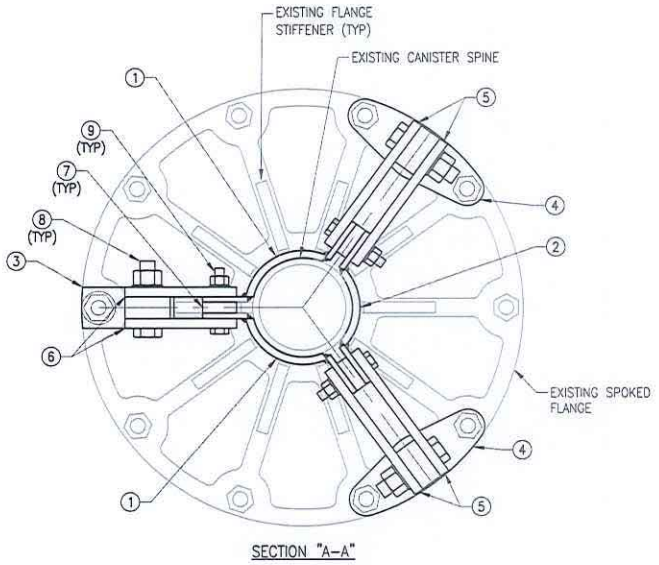
US PATENT 11,359,399 B2



ELEVATION VIEW



SECTION "A-A"

NOTES:
1. APPLY (2) COATS OF ZINKCOTE GALVANIZING COMPOUND TO ALL FIELD CUT AND DRILLED AREAS.
2. TIGHTEN ALL-THREADED RODS PER NOTES ON SHEET GN-1, TABLE 8.2.

ITEM NO.	QTY.	PART NO.	DESCRIPTION
9	15	---	BOLT 5/8" X 4" A325 W/ HHN & LKW EA.
8	3	---	BOLT 1" X 4 1/2" A325 W/ HHN & LKW EA.
7	3	SHPL-3	PL 5/8" X 2 1/4" X 9 1/4" A572-50
6	2	SHPL-2	PL 5/8" X 7 3/8" X 1'-2" A572-50
5	4	SHPL-1	PL 5/8" X 10 1/8" X 1'-2" A572-50
4	2	KI-BRKW-2	FLANGE BRACKET WELDMENT A572-50
3	1	KI-BRKW-1	FLANGE BRACKET WELDMENT A572-50
2	1	RPL-2W	ROLLED PLATED WELDMENT A572-50
1	2	RPL-1W	ROLLED PLATED WELDMENT A572-50

TES
A CONGRUEX COMPANY
1320 GREENWAY DRIVE, SUITE 600
IRVING, TX 75038
PHONE: (972) 483-0607

SBA
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800)-487-SITE

TES JOB NO: 152283

CUSTOMER SITE NO: MA40142-A-SBA

CUSTOMER SITE NAME: ELM SQUARE

1 COMPONENT PLACE
WEST BRIDGEWATER, MA 02379

COMMONWEALTH OF MASSACHUSETTS
BRYAN K. LANIER, STRUCTURAL No. 51089
REGISTERED PROFESSIONAL ENGINEER

Bryan Lanier
Digitally signed by Bryan Lanier
Date: 2025.01.16 16:42:09 -05'00'

DRAWN BY: DCR | CHECKED BY: DD/JRL

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	DCR	01/16/25

SHEET TITLE:

SPINE REINFORCEMENT DETAILS

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SHEET NUMBER: A-3 | REV #: 0

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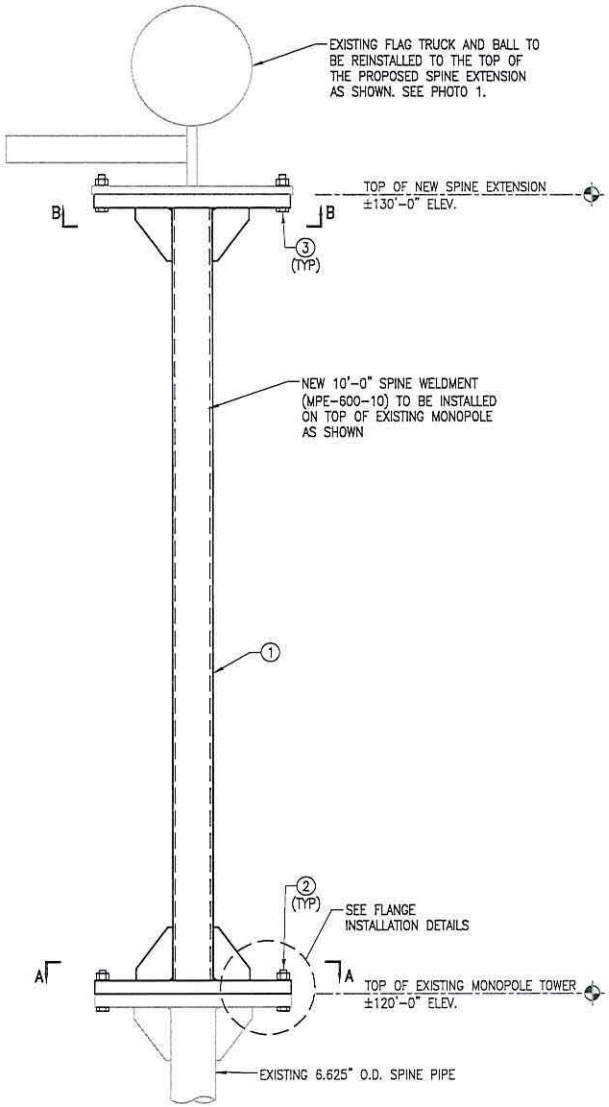
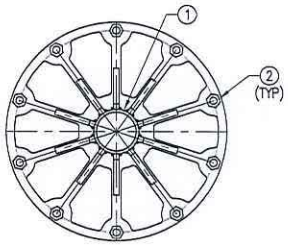
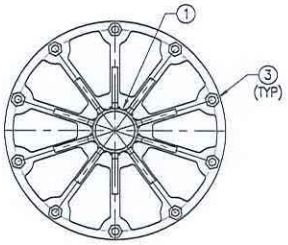




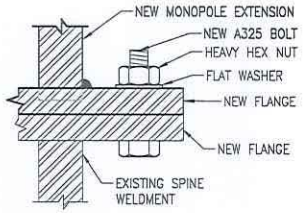
SECTION "A-A"



SECTION "B-B"



PHOTO 1



NEW FLANGE PLATE WELD AND BOLT INSTALLATION DETAIL

NOTE:
TIGHTEN FLANGE BOLTS PER NOTES ON SHEET GN-1. TABLE 8.2.

FIELD NOTE:
DO NOT USE A LOCKWASHER WITH THIS CONNECTION.

ITEM NO.	QTY.	PART NO.	DESCRIPTION
3	10	---	BOLT 1" X 5 1/2" A449 FULL THREAD W/ HHN-FW EA.
2	10	---	BOLT 1" X 5 1/2" A325 W/ HHN-FW EA.
1	1	MPE-600-10	MONOPOLE SPINE WELDMENT (HSS6.000X0.375" O.D. X 10'-0") A500 GR-B (42KSI)

TES
A CONGRUEX COMPANY
1320 GREENWAY DRIVE, SUITE 600
IRVING, TX 75038
PHONE: (972) 483-0607

SBA

8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800)-487-SITE

TES JOB NO:
152283

CUSTOMER SITE NO:
MA40142-A-SBA
CUSTOMER SITE NAME:
ELM SQUARE
1 COMPONENT PLACE
WEST BRIDGEWATER, MA 02379

COMMONWEALTH OF MASSACHUSETTS
BRYAN K. LANIER
STRUCTURAL
No. 51089
REGISTERED PROFESSIONAL ENGINEER

Bryan Lanier
Digitally signed by Bryan Lanier
Date: 2025.01.16 16:41:51 -05'00'

DRAWN BY: DCR	CHECKED BY: DD/JRL

REV.	DESCRIPTION	BY	DATE
1	FIRST ISSUE	DCR	01/16/25

SHEET TITLE:

INSTALLATION OF NEW SPINE DETAILS

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SHEET NUMBER: A-4
REV #: 0

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Anne G. Iannitelli, CMC, CMMC
Town Clerk
Town of West Bridgewater
65 N. Main St.
West Bridgewater, MA 02379

August 10, 2025

RECEIVED
TOWN CLERK
2025 AUG 11 AM 8:11
FILE NO.
WEST BRIDGEWATER, MA

To whom it may concern,

Due to some responsibilities that have arisen that significantly occupy my time, I will not be able to continue my services to the town.
Therefore I am officially resigning from my position on the Municipal Building Needs Committee.
If my obligations change and I can free up the time, I may consider rejoining.

Sincerely,
Marco J Barrile

Marco J Barrile

FIRST AMENDMENT TO
SWAP AGREEMENT – REAL ESTATE TERMS AND CONDITIONS

This First Amendment to Swap Agreement – Real Estate Terms and Conditions (the **"Amendment")** is made and entered into as of **July ___, 2025** (the "Effective Date"), by and between the Town of West Bridgewater, a political subdivision of the Commonwealth of Massachusetts (the "**Town**") and West Bridgewater Owner, LLC, a Florida limited liability company ("**Owner**"). The Town and Owner are sometimes collectively referred to herein as the "**Parties**" and each individually as a "**Party**".

RECITALS:

A. Town and Owner entered into that certain Swap Agreement – Real Estate Terms and Conditions, dated effective July 24, 2024 (the **"Agreement"**), with respect to the Taking of the Owner Parcel and Waiver by Owner in connection therewith in exchange for the Town's agreement to convey to Owner the Town Parcel.

B. Town and Owner desire to amend the Agreement and hereby agree as follows.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the respective covenants, agreements and obligations set forth in this Amendment, Seller and Buyer hereby agree as follows:

1. Definitions. All definitions that are not specifically defined in this Amendment will have the meanings provided in the Agreement (as amended by this Amendment).

2. Closing. Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "6. **CLOSING**. The time of closing (the "**Closing**") on the Town Parcel shall be the date that is the earlier of (i) the conveyance by Owner and acceptance by the Town of those certain Roadway Improvements more particularly described and defined in that certain Agreement dated July 24, 2024, by and between the Town and Owner and (ii) December 15, 2025 (the "**Closing Date**") or on such other date mutually agreed upon by the Parties. The Closing shall take place through an escrow style closing conducted by the Title Company. Neither Party shall be required to be physically present at the Closing."

3. Miscellaneous.

(a) Ratification. Town and Owner hereby ratify and confirm the terms of the Agreement as modified by this Amendment; provided however, if there is any conflict

between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

(b) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Amendment. The delivery of counterpart signatures by exchange of PDF signatures by email transmission shall have the same force and effect as the delivery of a signed original.

(c) Binding Effect. This Amendment is binding upon and shall inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, personal representatives, successors and assigns.

(d) Headings. The subject headings contained in this Amendment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

(e) Further Amendment. This Amendment may only be amended by written instrument signed by the Parties.

(f) Applicable Law. This Amendment will be governed and construed in accordance with the laws of the State of Massachusetts.

This Amendment has been executed as of the day and date set forth above.

TOWN:

Town of West Bridgwater,
a political subdivision of the Commonwealth of Massachusetts

By: _____
Board of Selectmen, by:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

Print Name: _____
Title: _____

OWNER:

West Bridgwater Owner, LLC,
a Florida limited liability company

By: _____
James D. Palermo,
Executive Vice President

SWAP AGREEMENT - REAL ESTATE TERMS AND CONDITIONS

This Agreement entered into this 24 day of July, 2024 (the "**Effective Date**"), by and between the Town of West Bridgewater, a political subdivision of the Commonwealth of Massachusetts (the "**Town**" or "**Grantor**") and West Bridgewater Owner, LLC, a Florida limited liability company ("**Owner**" or "**Grantee**"), sets forth the terms and conditions relative to conveyance of land to each other. The Town and Owner are sometimes collectively referred to herein as the "**Parties**" and each individually as a "**Party**."

1. **PARTIES AND SALE.**

   A. On or about even date herewith, the Town has acquired that certain parcel of land previously owned in fee simply by Owner pursuant to that certain Order of Taking dated July 24, 2024 (the "**Taking**"), more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Owner Parcel**"); and

   B. In consideration for the Owner agreeing to waive all damages incurred by Owner in connection with the Taking (the "**Waiver**"), the Town has agreed to convey to Owner, subject to the terms and conditions set forth in this Agreement, a parcel of real property, more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "**Town Parcel**") (the Owner Parcel and Town Parcel are sometimes collectively referred to herein as the "**Parcels**" and each individually as a "**Parcel**"); and

   C. Owner shall determine the amount of title insurance to be purchased in connection with the Town Parcel being conveyed to Owner but regardless of the amount of title insurance Owner decides to purchase, the Parties agree that the value attributed to the Waiver and the Town Parcel to be conveyed to Owner are of equal value.

2. **PURCHASE PRICE**. The Waiver and conveyance of the Town Parcel to Owner provided herein in Paragraph 1 shall be the total consideration for each other. No further monetary consideration is due.

3. **CLOSING DOCUMENTS AND CLOSING COSTS.** The conveyance required hereunder shall be by a recordable Quitclaim Deed (the "**Deed**"), subject only to the Permitted Exceptions. On the Closing Date, the obligations of the Parties shall be as follows:

   a. The Grantor shall deliver or cause to be delivered to the Title Company:

      i. The original executed and properly notarized Deed in substantially the same form as the form attached hereto as Exhibit C;

      ii. An original executed and properly notarized Non-Foreign Affidavit;

      iii. Counterpart originals of Grantor's closing statement;

      iv. Such other standard closing documents or other documentation approved

SWAP AGREEMENT - REAL ESTATE TERMS AND CONDITIONS

This Agreement entered into this 24 day of July, 2024 (the "**Effective Date**"), by and between the Town of West Bridgewater, a political subdivision of the Commonwealth of Massachusetts (the "**Town**" or "**Grantor**") and West Bridgewater Owner, LLC, a Florida limited liability company ("**Owner**" or "**Grantee**"), sets forth the terms and conditions relative to conveyance of land to each other. The Town and Owner are sometimes collectively referred to herein as the "**Parties**" and each individually as a "**Party**."

1. **PARTIES AND SALE.**

A. On or about even date herewith, the Town has acquired that certain parcel of land previously owned in fee simply by Owner pursuant to that certain Order of Taking dated July 24, 2024 (the "**Taking**"), more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Owner Parcel**"); and

B. In consideration for the Owner agreeing to waive all damages incurred by Owner in connection with the Taking (the "**Waiver**"), the Town has agreed to convey to Owner, subject to the terms and conditions set forth in this Agreement, a parcel of real property, more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "**Town Parcel**") (the Owner Parcel and Town Parcel are sometimes collectively referred to herein as the "**Parcels**" and each individually as a "**Parcel**"); and

C. Owner shall determine the amount of title insurance to be purchased in connection with the Town Parcel being conveyed to Owner but regardless of the amount of title insurance Owner decides to purchase, the Parties agree that the value attributed to the Waiver and the Town Parcel to be conveyed to Owner are of equal value.

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3. **CLOSING DOCUMENTS AND CLOSING COSTS.** The conveyance required hereunder shall be by a recordable Quitclaim Deed (the "**Deed**"), subject only to the Permitted Exceptions. On the Closing Date, the obligations of the Parties shall be as follows:

a. The Grantor shall deliver or cause to be delivered to the Title Company:

i. The original executed and properly notarized Deed in the form attached hereto as Exhibit C or in another form agreed upon by the parties;

ii. An original executed and properly notarized Non-Foreign Affidavit;

iii. Counterpart originals of Grantor's closing statement;

iv. Such other standard closing documents or other documentation approved

by Grantor, in Grantor's discretion and/or required by applicable law or the Title Company to effectuate the transactions contemplated hereby; and

v. Such other documentation as is reasonably required by the Title Company to issue the Grantee its owners title insurance policy, if applicable, in accordance with Section 4 of the Agreement insuring Grantee's fee simple title to the Town Parcel as of the Closing Date, subject only to the Permitted Exceptions.

b. The Grantee shall deliver or cause to be delivered to the Title Company:

i. Counterpart originals of Grantor's closing statement;

ii. Such other standard closing documents or other documentation approved by Grantee in Grantee's reasonable discretion, and/or as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

c. Closing costs: Each Party shall be responsible for (i) their own attorneys' fees, (ii) the cost of the title insurance premium and any required endorsements for the Parcel being acquired by such Party, if any, (iii) one-half of any escrow fees charged by the Title Company, and (iv) any survey obtained by such Party. Any other closing costs, if not listed above, shall be apportioned in the customary manner for real property transactions in the county where the Parcels are located as customarily determined by the Title Company.

4. **TITLE COMMITMENT.** Within ten (10) days of the Effective Date of this Agreement, Owner as to the Town Parcel, may obtain, at Owner's sole cost and expense, a title commitment (the "**Title Commitment**") issued by First American Title Insurance Company (the "**Title Company**") for the Town Parcel, together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"). Grantor shall, prior to or at Closing, satisfy (i) all Schedule B-I title requirements applicable to Grantor, (ii) any outstanding mortgages, deeds of trust and liens, but solely to the extent created by, through or under Grantor, and (iii) title objections affecting the applicable Parcel which Grantor has agreed to cure pursuant to this Section ("**Mandatory Cure Items**"). Title to the Town Parcel shall be clear, good, marketable and insurable at standard rates subject only to (i) covenants, conditions, restrictions and easements of record (ii) all applicable laws and ordinances affecting the Town Parcel, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Town Parcel; (iv) general real estate taxes not yet due and payable, if applicable, and subsequent years; and (v) such other matters of record to which Grantee does not object or to which Grantee waives any such objection as more specifically set forth in this Section (collectively, the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as defined below), if applicable, disclose exceptions to title which are not acceptable to the Grantee ("**Unpermitted Exceptions**"), the Grantee shall notify the Grantor in writing (the

"**Objection Letter**") ten (10) days from the later of (a) the delivery of the Title Commitment and the Underlying Title Documents, or (b) the Survey, if Grantee has elected to obtain a Survey, to object to the Unpermitted Exceptions. Grantor shall have two (2) business days from the date of delivery of the Objection Letter ("**Grantor's Cure Period**") to elect, by written notice to the Grantee, whether to (i) cure the Unpermitted Exceptions on or before Closing or (ii) not cure the Unpermitted Exceptions. In the event that the Grantor fails to provide written notice to Grantee, then the Grantor shall be deemed to have elected not to cure the Unpermitted Exceptions. In the event that Grantor elects to cure such matters, then, in such event, the time of Closing shall be extended ten (10) days (the "**Extended Title Closing Date**") to permit Grantor to cure such matters. In the event the Grantor elects not to cure such matters or fails to provide notice to Grantee within the Grantor's Cure Period, then Grantee shall be permitted to either (i) elect to terminate this Agreement or (ii) accept title to the Town Parcel subject to the Unpermitted Exceptions and proceed toward Closing. The Grantor shall furnish to the Title Company an affidavit of title in customary form, reasonably acceptable to the Title Company.

5. **SURVEY.** No later than sixty (60) days after the Effective Date of this Agreement, the Grantee may obtain, at Grantee's sole cost and expense, at an ALTA/NSPS survey of the Town Parcel (the "**Survey**").

6. **CLOSING.** The time of closing (the "**Closing**") on the Town Parcel shall be the date that is the earlier of (i) three hundred sixty five (365) days following the Effective Date of this Agreement and (ii) ten (10) days following the date upon which Owner receives a certificate of completion for the Roadway Improvements, as more particularly described and defined in that certain Agreement, dated July 24, 2024, by and between the Town and Owner; (the "**Closing Date**") or on such other date mutually agreed upon by the Parties. The Closing shall take place through an escrow style closing conducted by the Title Company. Neither Party shall be required to be physically present at the Closing.

7. **NO BROKER.** Each Party hereto hereby represents and warrants to the other that, in connection with each respective conveyance, no third-party broker or finder has been engaged or consulted by it or, through such Party's actions (or claiming through such Party), is entitled to compensation as a consequence of this transaction. Each Party hereby agrees to defend, indemnify, and hold the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that Party or that Party's partners, agents or affiliates in connection with this Agreement. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This Section shall survive the Closing or any earlier termination of this Agreement.

8. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date. All prorations shall be based on a 365-day year.

a. Real Estate Taxes. General real estate taxes for the applicable fiscal year special assessments and all other public or governmental charges against the Town Parcel which are or may be payable on an annual basis (including charges, assessments,

liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. The proration of general real estate taxes shall be calculated based on the area of the Town Parcel as a percentage of the total area of the underlying tract of land of which the Town Parcel composes a portion thereof. If real property tax and assessment figures for the current fiscal year are not available, real property taxes shall be prorated based on the real property taxes for the previous fiscal year and the parties agree not to re-prorate following the Closing. Any and all outstanding prior taxes, assessments or other charges related to the use and occupancy of the Town Parcel that are due, if any, shall be paid by the Town at Closing.

b. Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable, the Parties shall prorate on the best available information.

9. **REPRESENTATIONS AND WARRANTIES**:

a. Each Party represents and warrants to the other Party that as of the Effective Date of this Agreement and the Closing Date:

i. It is duly organized, validly existing, and in good standing under the laws of the state of its formation and the state where the Parcels are located (if required);

ii. It has the full power and authority to execute, deliver and perform its obligations under this Agreement;

iii. This Agreement and all agreements, instruments and documents herein provided to be executed by it, when executed and delivered to the other Party, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of such Party, enforceable against it in accordance with its terms; and

iv. It is not an Ineligible Purchaser. "Ineligible Purchaser" means any person or affiliate whose is, (i) identified on any of List of Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, (ii) a "Designated National" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, (iii) a Person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation, any other similar Executive Order or any similar regulation, (iv) a person who has been convicted of a felony involving moral turpitude in any state or federal court, (v) a person who is then the subject of any investigation by any governmental authority or any class action litigation in which it is alleged that it or any of its affiliates has

engaged in "predatory" or other improper lending or servicing or other unethical or improper business conduct;

v. It has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order, or decree under any federal or state law or statute relative to bankruptcy, insolvency, or other relief for debtors, or (b) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold, administer, and/or liquidate all or substantially all of its assets;

b. The Town represents and warrants to Owner that as of the Effective Date of this Agreement and the Closing Date:

i. It has not received any written notice of any proceedings in condemnation, nor any written offer to purchase all or any part of the Town Parcel herein in lieu of condemnation; and

ii. It has not received any written notice of, any violation of any law, zoning ordinance or building rules or regulations affecting the Town Parcel, which has not been cured, and there are no pending or threatened legal proceedings or administrative actions affecting the Town Parcel or its interest therein.

10. **TIME OF ESSENCE**. Time is of the essence in carrying out the conveyances set forth herein.

11. **NOTICE**. Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received if sent by email, with an additional copy sent by certified mail, return receipt requested, addressed as follows:

If to Owner:

West Bridgewater Owner, LLC
c/o DeBartolo Holdings, LLC
Attn: James D. Palermo, Esq.
3820 Northdale Blvd, Suite 100B
Tampa, FL 33624

Telephone: 813-908-8400
Email: jpalermo@debartoloholdings.com

With copy to:

Johnson Pope Bokor Ruppel & Burns, LLP
Attn: Joseph P. Covelli, Esq.
400 North Ashley Drive, Suite 3100

Tampa, FL 33602
Telephone: 813-225-2500
Email: jcovelli@jpfirm.com

If to Town:

David Gagne
Town Administrator
65 North Main Street
West Bridgewater, MA 02379

Telephone:508-894-1267
Email: dgagne@wbridgewater.com

with copies to:

Thomas Gay, Esq.
Gay and Gay
73 Washington Street
Taunton, MA 02780
Telephone: 508-822-2071
Email: tpgay@ggflaw.com

If to the Title Company:

First American Title Insurance Company
Attn: Jennifer Wallander
1 Urban Center
4830 W. Kennedy Blvd, Suite 885
Tampa, FL 33609
Telephone: 813-775-4084
Email: ssanford@firstam.com

12. **GOVERNING LAW; VENUE**. This Agreement shall be construed and enforced in accordance with the laws of the State of Massachusetts. The venue for any action or proceeding arising out of, or related to, this Agreement shall be in Plymouth County, Massachusetts.

13. **AMENDMENT**. This Agreement embodies the entire agreement between the Parties hereto with respect to the conveyance of the Parcels. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by either of the Parties, and no notices of any extension, change, modification or amendment made or claimed by either Party shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by both Parties.

14. **TOWN PARCEL SOLD "AS-IS", ACKNOWLEDGEMENT OF USE AND CONDITION OF THE PARCELS**. GRANTEE HERETO ACKNOWLEDGES AND AGREES

THAT IT HAS INSPECTED THE TOWN PARCEL AND THE TOWN PARCEL IS BEING CONVEYED IN "AS IS" CONDITION WITH ALL FAULTS. GRANTEE ACCEPTS THE TOWN PARCEL IN ITS CONDITION AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY CLAIMS AGAINST THE OTHER PARTY AND ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS FOR ANY DEFECTS THAT MAY EXIST OR BE DISCOVERED BY THE RESPECTIVE PARTY. NEITHER PARTY HAS RELIED ON ANY INFORMATION PROVIDED BY THE OTHER PARTY IN CONNECTION WITH THIS TRANSACTION.

15. **EXHIBITS**. The following exhibits are attached hereto and made a part hereof by reference:

Exhibit A - Legal Description of Owner Parcel
Exhibit B - Legal Description of Town Parcel
Exhibit C – Form of Quitclaim Deed

16. **ASSIGNMENT**. This agreement may not be assigned by either Party without the consent of the other Party.

17. **COUNTERPARTS; COMPUTATION OF TIME**. This Agreement may be executed in a number of identical counterparts and delivered by exchange of facsimile signatures or by exchange of PDF signatures by email. In computing any period of time pursuant to this Agreement, the date of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or a legal holiday in the State of Massachusetts in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

18. **INTERPRETATION**. Notwithstanding any rule of law to the contrary: (i) the fact that this Agreement was prepared by Owner's counsel as a matter of convenience shall have no import or significance, and any uncertainty or ambiguity in this Agreement shall not be construed against Owner because Owner's counsel prepared this Agreement; and (ii) no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

19. **WAIVER OF JURY TRIAL**. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATED TO OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

20. **MEMORANDUM OF AGREEMENT**. Neither Party shall be permitted to record a memorandum of this Agreement in the public records of the county where the Parcels are located without the express written consent of the other Party.

21. **WAIVER; CONSENT**: Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other party for which consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

22. **INVALIDITY OF PROVISION**: If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below:

Owner:

West Bridgwater Owner, LLC,
a Florida limited liability company

By: _____
Print Name: James D. Palermo
Title: Executive Vice President

Town:

Town of West Bridgwater,
a political subdivision of the Commonwealth of Massachusetts

By: _____
Board of Selectmen, by:

Print Name: Michael Perez
Title: Vice Chairman

Print Name: Jack Ryan
Title: Chair, Board of Selectmen

Print Name: Marie Lee
Title: Clerk

Exhibit A

Legal Description of Owner Parcel

AS SHOWN ON PLAN ENTITLED: ALTERATION & EASEMENT PLAN, WEST CENTER STREET, CRESCENT STREET & LINCOLN STREET, WEST BRIDGEWATER, MASSACHUSETTS, PREPARED BY SILVA ENGINEERING ASSOCIATES, P.C. DATED JULY 12, 2024

Parcel T-4A

Beginning at a county bound on the southerly location line of West Center Street (Decree No. 914); thence along said southerly location line along a curve to the left with an arc length of 44.88 feet and a radius of 40.00 feet; thence N81°34'35"E a distance of 5.68 feet; thence along a curve to the right with an arc length of 40.48 feet and a radius of 33.50 feet; thence along a curve to the right with an arc length of 81.74 feet and a radius of 173.50 feet; thence along the southerly layout line of the 2024 Town alteration of West Center Street and the northerly layout line of the 2024 Town alteration of Lincoln Street N51°10'47"E a distance of 72.56 feet; thence along a curve to the right with an arc length of 105.80 feet and a radius of 75.00 feet; thence along a curve to the right with an arc length of 87.24 feet and a radius of 994.00 feet; thence N78°17'52"E a distance of 12.43 feet; thence along the property line dividing land of Howard A. Dempsey, Jr. and H & M Realty Trust N05°12'41"W a distance of 5.61 feet; thence along said southerly location line of West Center Street along a curve to the right with an arc length of 68.53 feet and a radius of 3,834.04 feet; thence continuing along said location line S81°38'21"W a distance of 168.83 feet, to the point of beginning, having an area of 10,975 square feet.

And

Parcel T-4B

Beginning at a point on the northwesterly location line of the 2024 Town alteration of Lincoln Street thence S07°33'20"E a distance of 13.91 feet; thence along a curve to the right with an arc length of 122.41 feet and a radius of 521.00 feet; thence S05°54'23"W a distance of 45.18 feet; thence along a curve to the left with an arc length of 100.92 feet and a radius of 439.00 feet; thence along a curve to the left with an arc length of 30.53 feet and a radius of 322.98 feet to a point on the 1849 County Layout of Lincoln Street; thence along the easterly location line of said Lincoln Street layout N20°10'09"W a distance of 166.89 feet; thence N02°12'18"W a distance of 109.57 feet; thence N51°10'47"E a distance of 72.56 feet; to the point of beginning, having an area of 11,457 square feet.

And

Parcel T-3

Beginning at a point on the southerly location line of West Center Street (Decree No. 914) and on the property line dividing land of West Bridgewater Owner, LLC and JTR Holdings, Inc.; thence along the property line dividing land of West Bridgewater Owner, LLC and JTR Holdings, Inc. S06°33'09"E a distance of 12.08 feet; thence following with a curve turning to the right with an arc length of 53.99 feet, with a radius of 472.41 feet to a point; thence along a curve to the left with an arc length of 63.92 feet and a radius of 306.50 feet; thence N81°34'35"E a distance of 78.40 feet; thence along said southerly location line of West Center Street along a curve to the left with an arc length of 53.93 feet and a radius of 60.00 feet; thence continuing along said location line S82°06'51"W a distance of 148.37 feet, to the point of beginning, having an area of 3,607 square feet.

Exhibit B

Legal Description of Town Parcel

Parcel 1 (West Center Street)

Beginning at a point on the southerly location line of the County Layout of West Center Street (Decree No. 914), said point being 53.93 feet along a curve to the right, with a radius of 60.00 feet from the County bound; thence following with a curve turning to the right with an arc length of 27.31 feet, with a radius of 60.00 feet to a point, thence along the southerly location line of West Center Street N83°02'11"E a distance of 0.55 feet to a point on the northwest corner of the 1849 County Layout of Lincoln Street, thence continuing along said southerly location line of West Center Street, being also the northerly location line of said Lincoln Street layout N83°02'11"E a distance of 50.84 feet, thence following with a curve turning to the right with an arc length of 26.20 feet, with a radius of 40.00 feet, thence S81°34'35" W 66.02 feet to the point of beginning, having an area of 1,411 square feet.

And

Parcel 2 (Lincoln Street)

Beginning at a point on the southerly location line of the County Layout of West Center Street (Decree No. 914), said point being the northwest corner of the 1849 County Layout of Lincoln Street, thence along the westerly location line of said Lincoln Street layout S20°10'09"E a distance of 315.82 feet; thence N82°00'18"E a distance of 13.83 feet; thence along a curve to the right with an arc length of 48.75 feet and a radius of 485.61 feet; thence N02°12'18"W a distance of 74.81 feet to a point on said Lincoln Street layout; thence along the easterly location line of said Lincoln Street layout N20°10'09"W 188.97 feet, thence S83°02'11" W 50.84 feet to the point of beginning, having an area of 13,242 square feet.

Exhibit C

Form Quitclaim Deed

Record and Return to:

_____

_____

_____

_____

QUITCLAIM DEED

Property address: _____

_____, a _____, having a mailing address of _____ ("Grantor"), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto _____, a _____, having a mailing address of _____ ("Grantee"), WITH QUITCLAIM COVENANTS, all that certain real property situated in the Town of West Bridgewater, Plymouth County, Massachusetts, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference and all improvements located thereon, together with all of Grantor's right, title and interest in and to (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the real property and the improvements on the real property, if any, and (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way, and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the real property and in and to any strips or gores of real estate adjoining the real property (collectively, the "Property").

The within conveyance is made subject to and with the benefit of all matters of record in so much as the same are in force and effect, and further subject to all real estate taxes for the fiscal period not yet due and payable, which the Grantee herein, by its acceptance hereof, hereby agrees to assume and pay.

This conveyance is not a sale of all or substantially all of the assets of Grantor within the Commonwealth of Massachusetts.

The conveyance is within the limited liability company's ordinary course of business.

For Grantor's title see _____ recorded with the Plymouth County Registry of Deeds in _____.

EXECUTED as of the _____day of _____, 202___

GRANTOR:

_____

_____

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, ss.

On this _____ day of _____, 202___, before me, the undersigned notary public, by means of [__] physical presence or [__] online notarization, personally appeared _____, as _____ of _____, a _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My Commission expires: _____

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, 2025

Pursuant to MGL Chapter 44 Section 33B the Board of Selectmen and the Finance Committee voted the following transfers for the FY 25 budget year:

Budget	Department	Amount	To	Budget	Department	Amount
9100	Benefits	$240,295		1550	Data Processing	$54.00
				4230	Snow and Ice	$240,000
				6100	Library	$241
Total		$240,054		Total		$240,295

Board of Selectmen

_____

_____

_____

Finance Committee

_____

_____

_____

_____

Expense Control Report Parameters

Report ID:	OVER ALL	Overbudget Only:	No		
Year:	2025	Include Beg. Encumbrance:	Yes		
Period:	7	To:	6	Apply to Budget Columns:	No
Description:	Display	Apply % to Original Budget:	No		
Spacing:	Double	Print Parent Account:	Yes		
Acct Status:	Active	Use Alt Fund:	No		
Suppress Zero Accts.:	All	Encumber Personal Services:	No		
Summary Only:	Yes	Grand Totals on Separate Page:	No		
		Include Req:	No		

Account Table: OVER-D OVER DEPT

Rule No.	Component	From	To	Acct Type From	Acct Type To
1	FUND	001	001		
1	DEPT	1140	2999		
1	ITEM	5000	5999		
1	PROJ	0000	0000		
2	FUND	001	001		
2	DEPT	3999	9100		
2	ITEM	5000	5999		
2	PROJ	0000	0000		
3	FUND	024	024		
3	DEPT	4500	4500		
3	ITEM	5000	5999		
3	PROJ	0000	0000		

Alt. Sort Table:

Sort:	Sort	Subtotal	Page Break	Subheading
1	Dept	Yes	No	No

Expense Control Report Parameters

Print Display Description: No

TOWN OF WEST BRIDGEWATER

Expense Control Report

Fiscal Year: 2025 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	338.00	788.00	788.00	423.00	365.00	365.00	53.68
Total Dept 1220	SELECTMEN	41,066.53	406,803.00	406,803.00	396,231.21	10,571.79	10,571.79	97.40
Total Dept 1230	TOWN PLANNER	29,556.74	285,542.00	285,542.00	230,733.95	54,808.05	54,808.05	80.81
Total Dept 1310	FINANCE COMMITTEE	(589.22)	3,100.00	3,100.00	1,646.30	1,453.70	1,453.70	53.11
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	12,728.64	123,176.00	123,176.00	102,294.22	20,881.78	20,881.78	83.05
Total Dept 1410	ASSESSORS	25,670.76	275,132.56	277,613.00	244,998.09	32,614.91	32,614.91	88.25
Total Dept 1450	TREASURER-COLLECTOR	41,222.40	356,826.00	356,826.00	347,152.07	9,673.93	9,673.93	97.29
Total Dept 1510	TOWN COUNSEL	10,039.96	87,000.00	87,000.00	40,663.70	46,336.30	46,336.30	46.74
Total Dept 1550	DATA PROCESSING	29,956.69	148,851.00	148,851.00	148,904.90	(53.90)	(53.90)	100.04
Total Dept 1560	CABLE TV COMMITTEE	0.00	1,100.00	1,100.00	0.00	1,100.00	1,100.00	0.00
Total Dept 1610	TOWN CLERK	18,832.83	157,299.00	157,299.00	156,749.16	549.84	549.84	99.65
Total Dept 1630	ELECTION AND REGISTRATION	4,667.83	55,716.00	55,716.00	53,477.51	2,238.49	2,238.49	95.98
Total Dept 1710	CONSERVATION COMMISSION	10,561.14	90,860.00	90,860.00	84,405.69	6,454.31	6,454.31	92.90
Total Dept 1715	OPEN SPACE COMMITTEE	1,622.32	2,950.00	2,950.00	2,949.64	0.36	0.36	99.99
Total Dept 1720	AGRICULTURAL COMMISSION	185.00	600.00	600.00	185.00	415.00	415.00	30.83
Total Dept 1750	PLANNING BOARD	3,720.31	28,299.00	28,299.00	26,801.74	1,497.26	1,497.26	94.71
Total Dept 1760	BOARD OF APPEALS	2,184.90	6,414.00	6,414.00	2,916.32	3,497.68	3,497.68	45.47
Total Dept 1850	RENT CONTROL BOARD	506.01	4,776.00	4,776.00	1,113.53	3,662.47	3,662.47	23.32
Total Dept 1920	ADA	500.00	4,000.00	4,000.00	3,359.85	640.15	640.15	84.00
Total Dept 1930	INSURANCES	0.00	310,575.00	310,575.00	256,382.20	54,192.80	54,192.80	82.55
Total Dept 1940	TOWN HALL	8,304.14	75,875.00	75,875.00	70,098.70	5,776.30	5,776.30	92.39
Total Dept 1945	MUNICIPAL BUILDING NEEDS COMM	0.00	1,525.00	1,525.00	0.00	1,525.00	1,525.00	0.00
Total Dept 1950	WASTEWATER TREATMENT FACILITY	600.00	15,606.00	15,606.00	9,202.10	6,403.90	6,403.90	58.97
Total Dept 2100	POLICE DEPARTMENT	556,190.36	3,487,629.00	3,487,629.00	3,425,189.87	62,439.13	62,439.13	98.21
Total Dept 2200	FIRE DEPARTMENT	410,293.88	2,933,385.00	2,933,385.00	2,877,259.05	56,125.95	56,253.28	98.09
Total Dept 2410	BUILDING INSPECTOR	29,299.01	153,609.00	153,609.00	99,465.05	54,143.95	54,143.95	64.75
Total Dept 2420	INSPECTOR OF GAS & PLUMBING	2,510.91	25,028.00	25,028.00	22,282.62	2,745.38	2,745.38	89.03
Total Dept 2440	SEALER OF WEIGHTS & MEASURES	874.89	6,478.00	6,478.00	6,178.00	300.00	300.00	95.37
Total Dept 2450	INSPECTOR OF WIRES	2,773.52	25,028.00	25,028.00	23,413.83	1,614.17	1,614.17	93.55
Total Dept 2920	DOG OFFICER	4,078.00	8,250.00	8,250.00	6,712.28	1,537.72	1,537.72	81.36
Total Dept 4215	PUBLIC WORKS	200,828.35	1,489,984.00	1,489,984.00	1,347,550.01	142,433.99	142,433.99	90.44

TOWN OF WEST BRIDGEWATER

Expense Control Report

Fiscal Year: 2025 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 4230	HWY SNOW AND ICE CONTROL	0.00	91,300.00	91,300.00	330,772.81	(239,472.81)	(239,472.81)	362.29
Total Dept 4240	STREET LIGHTING	0.00	95,700.00	95,700.00	75,579.87	20,120.13	20,120.13	78.98
Total Dept 4330	SOLID WASTE DISPOSAL	143,515.78	369,053.00	369,053.00	368,562.04	490.96	490.96	99.87
Total Dept 4500	WATER DISTRIBUTION	141,695.08	2,144,783.00	2,144,783.00	1,892,488.90	252,294.10	252,294.10	88.24
Total Dept 4940	TREE WARDEN DEPARTMENT	0.00	400.00	400.00	396.30	3.70	3.70	99.08
Total Dept 5110	BOARD OF HEALTH	33,328.22	124,279.00	124,279.00	120,424.76	3,854.24	3,854.24	96.90
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	45,015.32	400,256.00	400,256.00	374,263.94	25,992.06	25,992.06	93.51
Total Dept 5430	VETERANS SERVICES	9,079.26	67,873.00	67,873.00	41,465.61	26,407.39	26,407.39	61.09
Total Dept 6100	LIBRARY	67,208.02	582,390.00	582,390.00	580,448.37	1,941.63	1,941.63	99.67
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	582.04	1,775.00	1,775.00	882.04	892.96	892.96	49.69
Total Dept 6920	VETERANS & MEMORIAL DAY	7.59	2,600.00	2,600.00	2,499.87	100.13	100.13	96.15
Total Dept 7100	RETIREMENT OF DEBT	0.00	2,050,996.00	2,050,996.00	2,019,231.25	31,764.75	31,764.75	98.45
Total Dept 7510	INTEREST ON LONG-TERM DEBT	0.00	769,825.00	769,825.00	759,825.00	10,000.00	10,000.00	98.70
Total Dept 7520	INTEREST ON SHORT-TERM DEBT	0.00	75,000.00	75,000.00	64,371.58	10,628.42	10,628.42	85.83
Total Dept 8200	STATE ASSESSMENTS & CHARGES	89,592.00	753,328.00	753,328.00	879,678.00	(126,350.00)	(126,350.00)	116.77
Total Dept 8300	COUNTY ASSESSMENTS & CHARGES	0.00	25,992.00	25,992.00	25,991.48	0.52	0.52	100.00
Total Dept 9100	EMPLOYEE BENEFITS	344,141.06	8,292,669.00	8,292,669.00	7,028,712.09	1,263,956.91	1,263,956.91	84.76
Grand Total		2,322,688.27	26,492,623.56	26,495,104.00	24,554,333.50	1,940,770.50	1,940,897.83	92.67

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

OLD COLONY PLANNING COUNCIL

2025 CALENDAR

OLD COLONY PLANNING COUNCIL

ZOOM CALL-IN DETAILS

FINANCE-AUDIT COMMITTEE

TUESDAYS, 5:45PM – 6:45PM

HTTPS://US02WEB.ZOOM.US/J/84775914996?PWD=NWVVRZVISFLRYLJOB2P6BETOCMM0ZZ09

MEETING ID: 847 7591 4996 **PASSCODE:** 055152
PHONE: +1 470-250-9358

MONTHLY COUNCIL

WEDNESDAYS, 6:00PM – 7:30PM

HTTPS://US02WEB.ZOOM.US/J/83221402258?PWD=TUZDTZRSQ3G5MHNRUJF2B2DNEFNNDZ09

MEETING ID: 832 2140 2258 **PASSCODE:** 168176
PHONE: +1 786-635-1003

JANUARY	FEBRUARY	MARCH
TUES. 28: FINANCE-AUDIT COMMITTEE **WED. 29:** MONTHLY COUNCIL	**TUES. 25:** FINANCE-AUDIT COMMITTEE **WED. 26:** MONTHLY COUNCIL	**TUES. 25:** FINANCE-AUDIT COMMITTEE **WED. 26:** MONTHLY COUNCIL
APRIL	**MAY**	**JUNE**
TUES. 29: FINANCE-AUDIT COMMITTEE **WED. 30:** MONTHLY COUNCIL	**TUES. 27:** FINANCE-AUDIT COMMITTEE **WED. 28:** MONTHLY COUNCIL	**TUES. 24:** FINANCE-AUDIT COMMITTEE **WED. 25:** **MONTHLY COUNCIL (ANNUAL MEETING)**
JULY	**AUGUST**	**SEPTEMBER**
ONLY IF NEEDED **TUES. 29:** FINANCE-AUDIT COMMITTEE **WED. 30:** MONTHLY COUNCIL	***ONLY IF NEEDED*** **TUES. 26:** FINANCE-AUDIT COMMITTEE **WED. 27:** MONTHLY COUNCIL	**TUES. 23:** FINANCE-AUDIT COMMITTEE **WED. 24:** MONTHLY COUNCIL
OCTOBER	**NOVEMBER**	**DECEMBER**
TUES. 28: FINANCE-AUDIT COMMITTEE **WED. 29:** MONTHLY COUNCIL	**TUES. 25:** FINANCE-AUDIT COMMITTEE **IF NEEDED**	**TBD:** **OCPC ANNUAL SUMMIT**

TOWN OF WEST BRIDGEWATER COMMUNITY CHOICE POWER SUPPLY PROGRAM
STATUS REPORT Q1 2025

Prepared June 2025

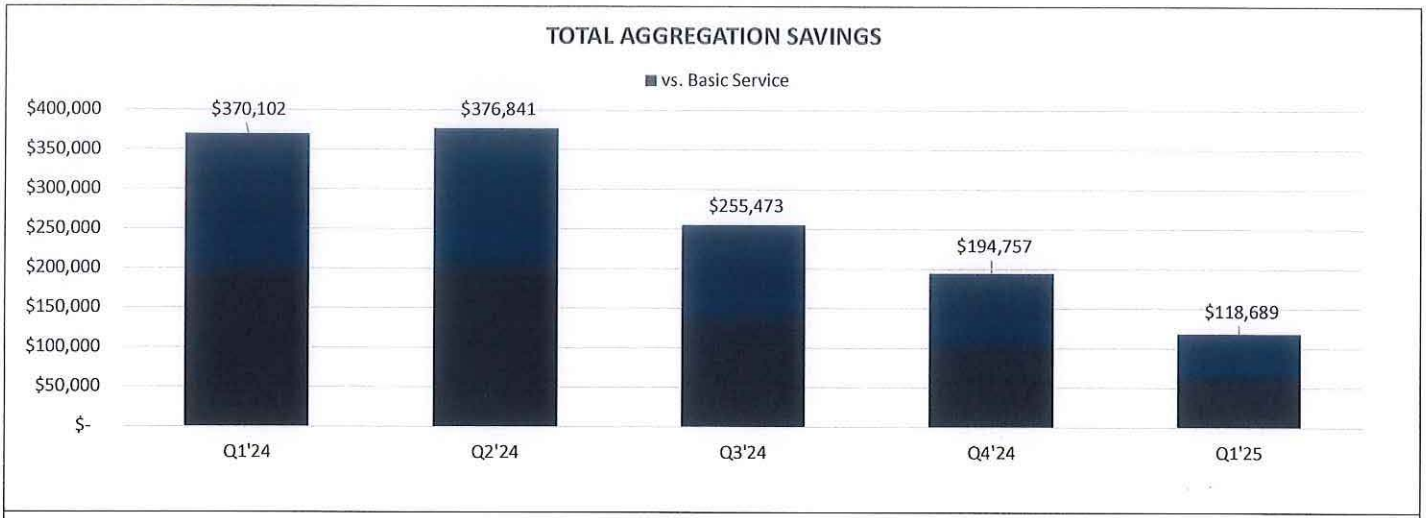
This report has been prepared by Colonial Power Group with information/data being provided by the Competitive Supplier and National Grid. The purpose of the report is to provide information about the Town of West Bridgewater's Community Choice Power Supply Program, which currently provides competitive power supply to approximately 2,000 customers in the Town. The data provided by the Competitive Supplier is not available until three months after the month it is used. For example, power is *Used* in January, *Invoiced* in February, *Paid* in March and *Reported* in April.

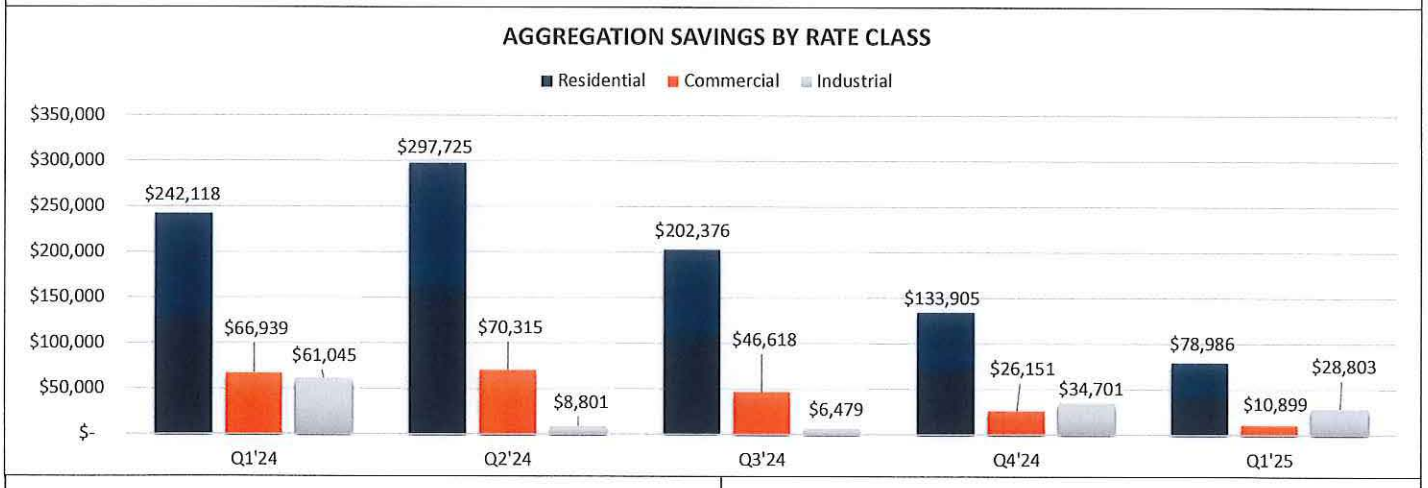
Click here for more information about the Program

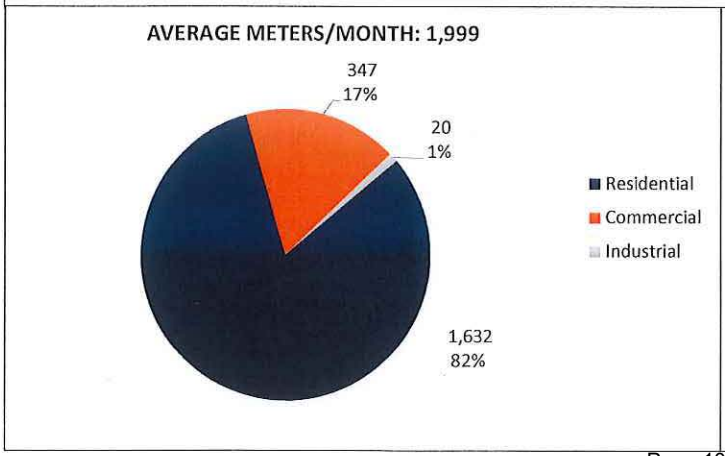
PROGRAM RATES		
Term	November 2021- November 2024	November 2024- November 2027
Competitive Supplier	Direct Energy	Direct Energy
All Rate Classes	$0.11350 / kWh Meets MA Req	$0.12803 / kWh Meets MA Req

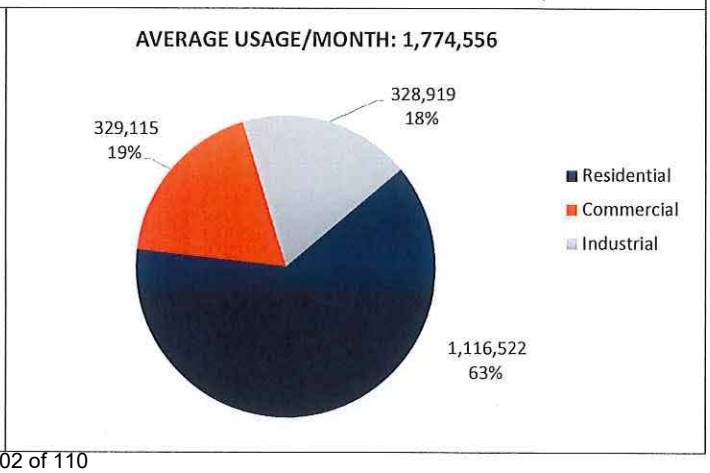
COMPARISON TO NATIONAL GRID RATES

The Town's aggregation savings are directly tied to the margin of savings between the Program's rates and National Grid's corresponding Basic Service rates as well as the level of consumption by participating consumers. Basic Service rates change twice a year or more, depending on utility and rate class. As a result, the aggregation rate may not always be lower than the Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against the Basic Service rate. However, such savings and future savings cannot be guaranteed.









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 and/or Grounds

Form must be submitted by requestor providing a reasonable amount of time prior to the date of the event(s).

Any entity requesting to use the parking lot of the Town Hall, 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).

Date: ~~08/16/25~~ 7/31/25

Requestor/Applicant: Aiden Mussari

Address: [redacted]

Telephone: [redacted]

Email: [redacted]

Purpose/Event: Car wash fundraiser for WB Senior Class

For use of (check applicable):

- ● Town Hall Parking Lot*
- ○ Transfer Station
- ○ Public Roads (provide street names)

*Please note that the Town Hall Gazebo requests are handled by the DPW Department.

On 08/16/25, 20 ; Hours 9 - 2:30 (AM) PM

Number of Guests: ~~10-20~~ 10

Number of Vehicles: TBD

It is further understood that Aiden Mussari 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 _____ 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: Aiden Mussari

Date: July 31, 2025

Town Approval by: DL

Date: 7/31/25

TRANSFER STATION ACKNOWLEDGEMENT:

_____

Applicant (Please sign)

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

PROGRAM	FY2025 Cherry Sheet Estimate	FY2026 Governor's Local Aid Proposal	FY2026 House Budget	FY2026 Senate Budget	FY2026 Conference Committee		
			Education Receipts:				
Chapter 70	6,931,273	7,016,848	7,102,423	7,102,423	7,102,423	171,150	2.47%
School Transportation	0	0	0	0	0		
Charter Tuition Reimbursement	21,709	30,574	25,582	23,778	25,531		
Smart Growth School Reimbursement	0	0	0	0	0		
			Offset Receipts:				
School Choice Receiving Tuition	1,328,040	1,255,562	1,255,562	1,255,562	1,255,562		
Sub-Total, All Education Items:	**8,281,022**	**8,302,984**	**8,383,567**	**8,381,763**	**8,383,516**		
			General Government:				
Unrestricted Gen Gov't Aid	805,204	822,918	805,204	822,918	814,061	8,857	1.10%
Local Share of Racing Taxes	0	0	0	0			
Regional Public Libraries	0	0	0	0	0		
Veterans Benefits	2,876	0	0	0	0		
Exemp: VBS and Elderly	47,675	77,294	77,294	80,920	80,920		
State Owned Land	65,264	65,264	65,264	65,264	65,264		
			Offset Receipts:				
Public Libraries	22,210	22,351	22,351	22,351	22,351		
Sub-Total, All General Government:	**943,229**	**987,827**	**970,113**	**991,453**	**982,596**		
Total Estimated Receipts:	**9,224,251**	**9,290,811**	**9,353,680**	**9,373,216**	**9,366,112**	**141,861**	**1.54%**

PROGRAM	FY2025 Cherry Sheet Estimate	FY2026 Governor's Local Aid Proposal	FY2026 House Budget	FY2026 Senate Budget	FY2026 Conference Committee		
County Assessments:							
County Tax	25,992	25,480	25,480	25,480	25,480		
Suffolk County Retirement	0	0	0	0	0		
Sub-Total, County Assessments:	25,992	25,480	25,480	25,480	25,480		
State Assessments and Charges:							
Retired Employees Health Insurance	0						
Retired Teachers Health Insurance	540,582	663,085	663,085	663,085	663,085		
Mosquito Control Projects	41,047	43,054	43,046	43,042	43,042		
Air Pollution Districts	2,677	2,755	2,755	2,755	2,755		
Metropolitan Area Planning Council	0	0	0	0	0		
Old Colony Planning Council	3,099	3,186	3,186	3,186	3,186		
RMV Non-Renewal Surcharge	6,360	6,360	6,360	6,360	6,360		
Sub-Total, State Assessments:	593,865	718,440	718,432	718,428	718,428		
Transportation Authorities:							
MBTA	45,776	47,207	47,207	47,207	47,207		
Boston Metro. Transit District	0						
Regional Transit	11,078	11,355	11,355	11,355	11,355		
Sub-Total, Transp Authorities:	56,854	58,562	58,562	58,562	58,562		
Annual Charges Against Receipts:							
Multi-Year Repayment Program	0	0	0	0	0		
Special Education	0	0	0	0	0		
Sub-Total, Annual Charges:	0	0	0	0	0		
Tution Assessments:							
School Choice Sending Tuition	61,916	92,020	113,404	113,404	113,404		
Charter School Sending Tuition	40,693	128,411	104,311	102,795	102,195		
Sub-Total, Tution Assessments:	102,609	220,431	217,715	216,199	215,599		
Total All Estimated Charges:	779,320	1,022,913	1,020,189	1,018,669	1,018,069	238,749	30.64%

STEPHEN F. LYNCH
8TH DISTRICT, MASSACHUSETTS

COMMITTEE ON FINANCIAL SERVICES
RANKING DEMOCRAT, SUBCOMMITTEE ON DIGITAL ASSETS, FINANCIAL TECHNOLOGY, AND ARTIFICIAL INTELLIGENCE
SUBCOMMITTEE ON CAPITAL MARKETS
SUBCOMMITTEE ON FINANCIAL INSTITUTIONS

COMMITTEE ON OVERSIGHT AND GOVERNMENT REFORM
SUBCOMMITTEE ON DELIVERING ON GOVERNMENT EFFICIENCY
SUBCOMMITTEE ON THE MILITARY AND FOREIGN AFFAIRS

Congress of the United States
House of Representatives
Washington, DC 20515-2108

2109 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
202-225-8273
202-225-3984 FAX

ONE HARBOR STREET
SUITE 101
BOSTON, MA 02210
617-428-2000
617-428-2011 FAX

37 BELMONT STREET
SUITE 3
BROCKTON, MA 02301
508-586-5555

1245 HANCOCK STREET
SUITE 41
QUINCY, MA 02169
617-657-6305

LYNCH.HOUSE.GOV

August 8, 2025

David Gagne
West Bridgewater Town Manager
65 North Main Street
West Bridgewater, MA 02379

Dear Mr. Gagne:

As Representative of the 8th Congressional District of Massachusetts, I am writing to solicit your feedback on an important issue.

Recent severe weather events and devastating floods across the country have again evidenced the continued risk of severe rainstorms that are accompanied and exacerbated by intense microburst rain and wind events. These extraordinary microburst storms threaten infrastructure and property and place public safety at great risk. They also require massive local recovery efforts.

In the 8th Congressional District, we have recently experienced severe flooding that has destroyed hospitals and other critical infrastructure, damaged residential and commercial properties, impaired utilities and communications, and required public evacuations. In July of 2025, a microburst rainstorm deposited rain at reported rates of 4 inches per hour across the district, with Weymouth recording just over 7 inches of rain in total—stranding commuters along I-93 and threatening residential and commercial property along the South Shore. According to the 2023 ResilientMass Plan offered by the Executive Office of Energy and Environmental Affairs, the annual cost of flood damage in our state will increase to $9.3 million by 2030.

I greatly appreciate our collaboration to date to secure federal funding to better ensure that our critical infrastructure in West Bridgewater is climate-resilient and to protect our residents against the risk of severe flooding. In furtherance of our partnership on these critical issues, I would appreciate your insight into the extent to which your town has been impacted by the risks associated with microburst rainstorms and subsequent flooding. I would also appreciate your perspective on what additional resources you may need to prepare for future flooding events appropriately. With both coastal and inland areas of the district at risk of flooding events, early detection and prevention measures are invaluable.

I look forward to continuing our collaboration in the service of the people of West Bridgewater. Ryan Smet and Seamus Buckley on my staff will lead this process and follow up with you to continue this conversation.

Sincerely,

STEPHEN F. LYNCH
Member of Congress (MA-08)

CC: Lincoln Thibeault - Fire Chief & Emergency Management Director

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

Second Advisory Concerning Enforcement of the MBTA Communities Zoning Law

Massachusetts is experiencing a housing crisis. In many communities across the Commonwealth, we have a shortage of housing options that serve the needs of all people, including seniors, teachers, first responders, and young adults. Nearly five years ago, large bipartisan majorities of the legislature took an important step towards combatting this shortage by passing the MBTA Communities Act, G.L. c. 40A, § 3A (the "Act"). The Act requires communities within the MBTA service district to allow for multi-family housing to be built near transit stations.[1]

In March 2023, the Attorney General's Office (AGO) issued an Advisory concerning the requirements imposed by the Act.[2] Citing the plain text of the Act, the Advisory explained that the Act is mandatory and that all MBTA Communities are required to comply with it. As of the date of this Advisory, 79% of the covered municipalities—139 MBTA Communities—have adopted multi-family zoning to comply with the Act.

The courts have repeatedly explained that compliance with the Act is mandatory. In *Attorney General v. Milton*, 495 Mass. 183 (2025), the Supreme Judicial Court confirmed that the Act is constitutional, that it imposes a duty on covered municipalities, and that the Attorney General may enforce against noncompliance.[3] In June 2025, the Superior Court further affirmed the Act's enforceability, holding that the Act is not an "unfunded mandate" and rejecting challenges to regulations issued by the Executive Office of Housing and Livable Communities.[4]

While the vast majority of MBTA Communities have adopted multi-family zoning near transit to comply with the Act, a small number of communities with a July 14, 2025, compliance deadline have so far failed to adopt the required zoning. As of July 15, 2025, these communities will be noncompliant with the Act and will face the loss of discretionary state grant funding.[5]

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[1] An MBTA Community is a town or city which hosts MBTA service; which abuts a town or city that hosts service; or which has been added to the Transit Authority pursuant to a special law. *See* G.L. c. 40A, § 3A(a)(1); G.L. c. 40A, § 1A. Currently, there are 177 MBTA Communities in Massachusetts. A list of these MBTA Communities, and other information related to the Act, including the implementing regulations adopted by the Executive Office of Housing and Livable Communities, can be found here.

[2] The 2023 Advisory can be found here.

[3] The Supreme Judicial Court's decision can be found here.

[4] The Superior Court's orders granting summary judgment in favor of the Commonwealth are available here and here.

[5] As noted in the Attorney General's 2023 Advisory, MBTA Communities that fail to comply with the Act's requirements risk liability under federal and state fair housing laws, which prohibit towns from using their zoning power for a discriminatory purpose or with discriminatory effect. *See* Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*; G.L. c. 151B, § 4(4A) (prohibiting activities that interfere with the exercise or enjoyment of fair housing rights); 804 C.M.R. § 2.01(2)(f)-(h) (Antidiscrimination law applies to "persons who…interfere with another person in the exercise or enjoyment of any right under M.G.L. c. 151, § 4…persons who directly or

We understand that local leadership in several of these communities have stated their intent to come into compliance. We welcome—and stand ready to assist—steps in that direction. Recognizing that the local legislative process to adopt zoning by-laws and ordinances involves multiple steps that take time to complete, the AGO does not plan take legal action this summer or fall against noncompliant communities that are making demonstrable and good faith efforts towards compliance. Throughout the summer and the fall town meeting season, the Office will continue its work with the Healey-Driscoll Administration to support both noncompliant communities and "adjacent small towns" with a December 31, 2025, deadline[6] in their efforts to adopt compliant zoning. By contrast, where a community has demonstrated that it will achieve compliance only when ordered to do so by a court, and the pertinent deadline has passed, the AGO may bring a civil enforcement action at any time.

By January 2026, however, five years will have passed since the Act was signed into law. By that point, every MBTA Community will have had ample time—and considerable state support—to establish the legally mandated zoning. Because facilitating additional residential housing development is a foremost state priority—in the interests of those who reside in the Commonwealth and those who hope to, and essential to the success of our state economy—five years is more than sufficient time for each community to have achieved compliance. That is especially true because rezoning is but an initial, necessary step towards building the new housing that the Commonwealth so badly needs. The remaining steps will take time before additional housing is built, and we have no time to waste in addressing the Commonwealth's continued housing shortage; nor in addressing impediments to that important work. Therefore, in January 2026, the Attorney General is prepared to bring an enforcement suit against any MBTA Community that has failed to both adopt the required zoning and apply for a determination of district compliance from the Executive Office of Housing and Livable Communities.

The AGO applauds the residents and communities that have worked hard over the last five years toward the successful implementation of the MBTA Communities Act. We are hopeful that those communities with work yet to be done will take advantage of these next five months to do it. The AGO remains available to offer guidance and technical support to communities as they move towards zoning adoption.

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indirectly prevent or attempt to prevent the construction, purchase, sale or rental of any dwelling or land covered by M.G.L. c 151B, § 4…[and] persons who aid or abet in doing any illegal acts…"); 804 C.M.R. § 2.01(5)(f) ("Examples of unlawful housing practices include…to pass an ordinance that unlawfully denies a dwelling, commercial space or land to a person or group of persons because of their protected status."). An MBTA Community may violate these laws if, for example, its zoning restrictions have the effect of unfairly limiting housing opportunities for families with children, individuals who receive housing subsidies, people of color, people with disabilities, or other protected groups.

[6] Under 760 CMR 72.00, 22 communities categorized as "adjacent small towns" have a later compliance deadline of December 31, 2025. All have submitted Action Plans to EOHLC and are currently in "interim compliance" with the Act.