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

Open Session Agenda
Wednesday, May 21, 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

APPOINTMENTS

1. **Warrants/Board of Selectmen Business**:
   a. Vote to Sign Firefighter's Memorial Sunday Proclamation – June 8, 2025 (3-4)
   b. Vote / Approve Job Description for Outreach Coordinator at the COA (5-7)
   c. Vote to Approve Employment Contracts: (8-30)
      – Conservation Agent
      – Town Planner / Director of Inspectional Services
      – Director of Public Works
      – Executive Assistant
      – Town Administrator
   d. Vote to Approve One Day Liquor License Application for Vineyard Farm Located at 175 East Center Street on May 24,25,26, 2025 (31-35)
   e. Vote to Approve the One-Day Liquor License Application from Black Hat Brew Works for Riverwalk on June 2, 2025 (36-41)
   f. Vote to Approve One Day Entertainment License for Lion's Club on September 14, 2025 (42)
   g. Vote to Approve Kominsky Memorial Request (43-44)
   h. Vote to Appoint Member to Plymouth County Advisory Board
   i. Approve the Meeting Minutes of April 16, 2025 (45-48)
   j. Accept the Meeting Minutes of May 7, 2025 for Review (49-52)
   k. Site Plan Review – Planning Board – 482 East Center Street – Barbershop 53-56)
   l. Special Permit – ZBA – 453 East Center Street – Contractor's Office and Storage Yard (57-70)

2. **Communications and Reports from Boards, Commissions and Town Officials:**
3. **Correspondence from the Public to Determine a Course of Action:**
4. **Public Comment Period:**
5. **Town Administrator's Report:**
    a. FYI – Memorial Day Commemorative Service – May 26, 2025 (71)
    b. FYI – Christopher Trudel – ADA Coordinator Agreement (72)
    c. FYI – Veterans Officer Position – Post for July 1, 2025 (73-75)
    d. FYI – Non Union Non Contractual FY26 Compensation Approved (76)
    e. FYI – Police Promotional / Entry Level Exam
    f. FYI – Fire Entry Level Exam
    g. FYI – DPW New Hire Status
    h. Update – Town Projects Status
    i. Update – 3M Settlement Funds Received
    j. Discussion – Joint Meeting with the Water Commissioners
    k. Discussion – Annual Town Meeting
    l. Discussion / Vote – June 18, 2025 Meeting Change to June 17, 2025
    m. Next Meeting – June 4, 2025
6. **Adjourn**

TOWN of WEST BRIDGEWATER

FIRE DEPARTMENT

LINCOLN B. THIBEAULT
Fire Chief

To: The Honorable Board of Selectmen

From: Chief Lincoln Thibeault

Date: May 13, 2025

Subject: Firefighter Memorial Sunday

To the Honorable Board of Selectmen and Town Administrator David Gagne, the West Bridgewater Fire Department would like to cordially invite you to our Firefighter Memorial Sunday ceremony on June 8th at 0900 am. The ceremony will take place at the West Bridgewater Firefighter's Memorial Stone in Pine Hill Cemetery.

Following the ceremony, we will have coffee and refreshments at the fire station.

Respectfully,

Lincoln Thibeault
Chief of Department

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

PROCLAMATION
OF
THE BOARD OF SELECTMEN
WEST BRIDGEWATER, MASSACHUSETTS

WHEREAS, Firefighting is the single most hazardous profession in the nation; and,

WHEREAS, Firefighters have continuously shown a dedication and spirit of sacrifices to the citizens of the Town of West Bridgewater; and,

WHEREAS, it is both fitting and proper that the memory of these brave men and women should be honored; therefore, be it

RESOLVED

that in accordance with Chapter 221, Acts of 1978, we hereby declare June 8, 2025 to be Firefighter Memorial Sunday, on which day the West Bridgewater Firefighters' Association, in observance of same, will hold the Annual Fireman's Memorial at Memorial Boulder in Pine Hill Cemetery at 9:00 a.m.

AND FURTHER, We, the Board of Selectmen of the Town of West Bridgewater, do hereby proclaim June 8, 2025 as FIREFIGHTERS MEMORIAL SUNDAY and urge all citizens of the Town of West Bridgewater to take cognizance of this event and to participate fittingly in its observance.

In witness whereof we have hereunto set our hands and caused the Great Seal of the Town of West Bridgewater to be affixed this 21st day of May, 2025.

THE BOARD OF SELECTMEN

_____
Jeffrey P. Ryan
Chairman

_____
Marcie M. Lee
Vice Chairman

_____
Michael A. Perez
Clerk

Board of Selectmen

65 North Main Street
West Bridgewater, MA 02379
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TOWN OF WEST BRIDGEWATER-COUNCIL ON AGING
OUTREACH COORDINATOR/SHINE COUNSELOR
JOB DESCRIPTION

Position:	Outreach Coordinator
Department:	Council on Aging
Appointing Authority:	Board of Selectmen
Reports to:	Council on Aging Director
Salary:	$26.00-$28.60 DOQ
Hours a week:	35 hours per week.
Affiliation:	Non-Union Position
Benefits:	Competitive benefits package including paid vacation time, paid sick time, health insurance, and enrollment into retirement pension system.
Applications Due:	Applications should be submitted to Linda Torres, Assistant Town Administrator/HR Director either by email to ltorres@westbridgewater.gov, or by mail to 65 North Main Street, West Bridgewater, MA 02379. Applications will be accepted until position is filled, and preference give to those submitted by June 20, 2025.

PRIMARY FUNCTION: Responsibilities include performing professional social service and administrative work for the town's elderly with primary concentration on homebound elders.

GOAL: Our goal is to provide services, decrease elder isolation and, when possible, encourage participation in group activities, and make referrals to other agencies when necessary.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Conduct in-home visits to local elders to assist with information and service delivery. Provide necessary referrals as needed.
- Conduct client assessments; review and determine case management plan; coordinate and implement delivery of services.
- Coordinate with local agencies and safety departments to modify or alleviate health and safety issues.
- Assist clients in accessing and completing required applications for local, State and Federal services and programs.
- Make referrals to other agencies when appropriate.
- Maintain follow-up program to track client progress.
- Assist adult children, friends or relatives of elders in implementation of programs and assist with caregiver support services.
- Act as liaison among providers to ensure delivery of necessary services.

- Maintain client files and records in a confidential manner.
- Plan and schedule medical screenings, arranging for speakers on health topics and related issues of concern to the elderly.
- Assume responsibility for planning and conducting special programs and activities that may be scheduled such as COA Health Fair, Balance Classes, Mental wellness classes, etc.
- Compile and maintain all necessary program reports and records; submit monthly statistical report to the Director of Elder Services.
- Assist with housing problems; work with the Housing Authority.
- Coordinate and implement the local SHINE program.

PERIPHERAL DUTIES

- Serve as a member of various employee committees, as assigned.
- Attend seminars and workshops related to elder/human services.
- Public speaking presentations.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

(A) Must be SHINE Certified or willing/able to become SHINE Certified.
(B) Graduation from a two year or four-year college or university with a degree in social work, or a closely related field; or
(C) Three years' experience in Human Service Program; or
(D) An equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

(A) Considerable knowledge of elder service programs and delivery systems;
(B) Considerable knowledge of local, State and Federal laws and regulations governing Council on Aging Programs;
(C) Some knowledge of human services.
(D) Ability to manage crises and sensitive issues.
(E) Ability to work and communicate with people and maintain confidentiality.
(F) Ability to assess, and make decisions regarding the welfare and safety of clients and their families.

SPECIAL REQUIREMENTS

- Valid Massachusetts State Driver's License. A reliable vehicle.

TOOLS AND EQUIPMENT USED

- Personal computer, including data base software; calculator; copy machine; telephone; cellphone; automobile.

PHYSICAL DEMANDS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Employees are occasionally exposed to exceptionally dirty and odoriferous environments.

- While performing the duties of this job, the employee is frequently required to walk, sit and talk and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.
- Employees are frequently required to assist clients as they walk or sit.
- The employee must occasionally lift and /or move 25 pounds. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

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

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 21st day of May 2025, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and Timothy J. Hay of West Bridgewater, MA 02379 herein after referred to as "Hay".

WITNESSETH:

WHEREAS, the Board of Selectmen (hereinafter the "Board") voted on September 7, 2022, to appoint Hay to the position of Conservation Agent for the Town of West Bridgewater with the recommendation of the Conservation Commission; and

WHEREAS, the Board of Selectmen (hereinafter the "Board") and Hay now desire to enter into a written three-year contract of employment for the term of September 7, 2022 and ending June 30, 2025; and

WHEREAS, the Board and Hay now desire to enter into a new written three-year 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 Hay and Hay hereby accepts employment as the Conservation Agent for the Town of West Bridgewater for the Town. Hay will also be the town's MS4 permit coordinator.

2. **Term.** The term of employment shall begin on July 1, 2025 and end on June 30, 2028 unless this Agreement is terminated as herein provided for.

3. **Compensation**. The Board and hay agree that for the first year of the contract, Hay's annual salary rate as of July 1, 2025 shall be $88,642

   Effective salary for July 1, 2026 shall be $91,301 representing a 3% increase.

   Effective salary for July 1, 2027 shall be $94,040 representing a 3% increase.

   Hay's Conservation Agent compensation shall be based on 28.5 hours per week to be paid through customary payroll and the other 2.5 hours per week is to be paid from the Wetlands Protection Fund subject to a vote of the Conservation Commission for that purpose. Hay's MS4 Coordinator compensation shall be based on 4 hours per week to be paid through customary payroll. Hay shall be paid in installments in the same manner and on the same day as other employees of the Town are paid. Hay must maintain a valid drivers' license. Failure to maintain such could be cause for removal from office.

4. Duties. Hay shall perform faithfully, to the best of his ability, such duties and responsibilities as are consistent with the position of Conservation Agent working under the direction of the Conservation Commission in addition to others that shall be assigned by the Commission or the Town Planner/Coordinator of Inspectional Services "Town Planner" and as are listed in the job description attached hereto by reference. On a day to day basis Hay shall work under the general supervision of the Town Planner.

5. Hours of Work. The basic workweek of Hay shall be thirty-five (35) hours, scheduled on Monday through Friday consistent as much as possible with the hours that Town Hall is open to the public and at the discretion of the Town Planner. Hay will also be expected to attend all meetings of the Conservation Commission and may be asked to attend Planning Board, Zoning Board of Appeals, Board of Selectmen meetings or other Town Board meetings where he has an interest in the matters before them or has been so requested by the Commission /Board or the Town Planner.

6. **Vacation.** Hay shall be entitled to fifteen (15) vacation days with pay per year. Per year shall be considered from July 1 through June 30. In the event that Hay, through no fault of his own, is unable to take his allotted vacation time during any year of the term, he shall be permitted to carry over ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. Hay shall be paid in a lump-sum for any unused vacation time he has to his credit at the time of the termination of his employment under this Agreement.

7. **Sick Time**. Hay shall be entitled to accrue twelve (12) pro-rated days of sick leave with pay during each year of the term of this Agreement to be used when he is incapacitated for the performance of his duties by illness or injury (at the rate of 1.00 pro-rated days a month). Sick leave which is not used shall accumulate and be available for use in succeeding years of his employment, subject to a maximum accumulation of ninety days (90) pro-rated days. In the event his employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by his death, he or his spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to his credit at the time of the termination of his employment.

8. **Personal Leave Days**. Hay shall be granted, at the discretion of the Town Planner/Commission, three (3) personal leave days a year to attend to personal matters that cannot reasonably be attended to outside of his regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day which he is not in a pay status.

9. **Family Medical Leave**. Upon a written request to the Town Planner with notice to the Commission, Hay may be granted a twelve (12) week Family Medical Leave in accordance with the Federal Family and Medical Leave

Act of 1993. Such a proposal must be presented to the Commission and Selectmen in writing at least ninety (90) days prior to the anticipated commencement of such leave if at all possible.

10. **Bereavement Leave.** Hay shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death of his immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brothers or any other member of his immediate household.

11. **Jury Duty.** In the event Hay 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.

12. **Unpaid Leave.** Unpaid leave may be granted to Hay by the Commission and the Town Planner for any period or periods of absence which are not covered by any paid leave provided for hereunder.

13. **Holidays.** Hay 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, Juneteenth, the fourth day of July, the first Monday in September, the second Monday in October, Veterans' Day, Thanksgiving Day, 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 of Selectmen.

14. **Group Health and Life Insurance.** The group health insurance plan and the group life insurance plan provided by the Town to its employees shall be available to Hay.

15. **Professional Development.** Hay shall be permitted to attend courses, seminars, conferences and meetings, approved in advanced by the Town Planner to develop his skills and abilities as Conservation Agent. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Town Planner with notice provided to the Commission. The cost thereof shall be paid by the Town.

16. **Reimbursement for Expenses.** The Commission shall reimburse Hay for all expenses reasonable incurred by him in the performance of his duties. Such expenses shall include, but shall not be limited to, mileage, attendance at courses, seminars, conferences and meetings that have been approved by the Commission and included in the Commission's annual budget.

17. **Allowance and Stipends.** There are none.

18. **Performance Evaluation.** The performance of Hay shall be evaluated in writing by the Town Planner once a year during the term of this Agreement. 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.

19. **Termination.** This agreement may be terminated during its term by:
    a. Mutual agreement of the parties;
    b. Retirement of Hay;
    c. Disability of Hay that prevents the performance of this duties for a period of one hundred eighty (180) days;
    d. Death of Hay;
    e. Dismissal of Hay, for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, Hay shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If Hay 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;
    f. Inability of Hay to maintain a valid Drivers' License.

20. **Renewal of Agreement.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is amended and extended for an additional term of a year or years by the Board. The Commission or the Board shall give Hay written notice of at least ninety (90) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event Hay is not interested in a renewal of the Agreement, he shall give the Commission and the Board written notice of such fact at least ninety (90) days prior to the end of the term. In the absence of the aforementioned written notice from the Commission or the Board or Hay referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

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

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

BOARD OF SELECTMEN

Jeffrey P. Ryan, Chairman

Michael A. Perez, Vice-Chairman

Timothy J. Hay,
Conservation Agent
MS4 Coordinator

Marcie M. Lee, Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21st day of May 2025, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and Tracy L. Altrich of West Bridgewater, MA, hereinafter referred to as "Altrich".

WHEREAS, the Board of Selectmen (hereinafter the "Board") voted on October 19, 2022, to appoint Altrich to the position of Town Planner/Director of Inspectional Services for the Town of West Bridgewater; and

WHEREAS, the Board of Selectmen (hereinafter the "Board") and Altrich now desire to enter into a written three-year contract of employment for the term of October 19, 2022 and ending June 30, 2025; and

WHEREAS, the Board and Altrich now desire to enter into a new written three-year 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:

WITNESSETH:

1. **EMPLOYMENT.** The Town hereby employs Altrich and she hereby accepts employment as Town Planner/Director of Inspectional Services.

2. **TERM.** The term of employment shall be a period of three (3) years, beginning on July 1, 2025 and ending on June 30, 2028, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Board and Altrich agree that for the first year of the contract, Altrich's annual salary rate as of July 1, 2025 shall be $109,273. The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid.

   Effective salary for July 1, 2026 shall be $112,551 representing a 3% increase.

   Effective salary for July 1, 2027 shall be $115,928,representing a 3% increase.

4. **DUTIES.** Altrich shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Town Administrator, without limitation, those set forth in the job description. On a day to day basis Altrich shall work under the general supervision of the Town Administrator.

5. **HOURS OF WORK.** The basic workweek of Altrich shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to her basic workweek, Altrich is required to attend Planning Board, Zoning Board of Appeals Meetings as needed and attend Town Meetings. Altrich shall be granted compensatory time off during her basis workweek for attending the night meetings as required and any other time at the discretion of the Town Administrator.

6. **VACATION.** Altrich shall be entitled to three weeks of vacation with pay during each year of the terms of this Agreement. In the event that Altrich, through no fault of her own, is unable to take her allotted vacation time during the term of her contract, she shall be permitted to carry over up to ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. Altrich shall be paid in a lump-sum for any unused vacation time she has to her credit at the time of the termination of her employment under this Agreement.

7. **SICK LEAVE.** Altrich shall be entitled to twelve (12) days of sick leave with pay during each year of the term of this Agreement to be used when she is incapacitated for the performance of her duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of her employment, subject to a maximum accumulation of ninety days (90) days. In the event her employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by her death, she or her spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to her credit at the time of the termination of her employment up to 90 days.

8. **PERSONAL LEAVE DAYS.** Altrich shall be granted, at the discretion of the Town Administrator, three (3) personal leave days to attend to personal matters that cannot reasonably be attended to outside of her regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which she is not in a pay status.

9. **BEREAVEMENT LEAVE.** Altrich shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death in her immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of her immediate household.

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

11. **UNPAID LEAVE.** Unpaid leave may be granted to Altrich by the Town Administrator for any period or periods of absence which are not covered by

any paid leave provided for hereunder.

12. **HOLIDAYS.** Altrich 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; Juneteenth; 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 of Selectmen.

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 Altrich.

14. **PROFESSIONAL DEVELOPMENT.** Altrich shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Town Administrator, to develop her skills and abilities as Town Planner/Director of Inspectional Services. The cost thereof shall be paid by the Town.

15. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse Altrich for all expenses reasonably incurred by her in the performance of her duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at courses, seminars, conference and meetings which have been approved by the Town Administrator. Travel costs shall be reimbursed at the rate per miles paid to other Town Employees.

16. **PERFORMANCE EVALUATION.** The performance of Altrich may be evaluated in writing by the Town Administrator once a year during the term of this Agreement. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.

17. **LONGEVITY**. Altrich shall be entitled to longevity benefits as outlined in Article 16 "Personnel" in the Town's by-laws and will be paid in accordance of such by-law.

18. **TERMINATION.** This Agreement may be terminated during its term by:
    a. Mutual agreement of the parties;
    b. Retirement of Altrich;
    c. Disability of Altrich that prevents the performance of her duties for a period of one hundred eight (180) days;
    d. Death of Altrich;
    e. Dismissal of Altrich for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Town Administrator, Altrich shall be given thirty (30) days written

notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a hearing before the Board at which she may be represented by Counsel, present evidence, and call witnesses to testify in her behalf.

19. **RENEWAL OF AGREEMENT.** This Agreement shall terminate at the end of said term of three (3) years unless it is extended for an additional term of a year or years by the Board. The Board/Town Administrator shall give Altrich written notice of at least ninety (90) days prior to the end of the term as to whether or not it desires to renew the Agreement. In the event Altrich is not interested in a renewal of the Agreement, she shall give the Board/Town Administrator written notice of such fact at least ninety (90) days prior to the end of the term.

20. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Altrich 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.

BOARD OF SELECTMEN

_____
Jeffrey P. Ryan, Chairman

_____
Michael A. Perez, Vice-Chairman

_____
Marcie M. Lee, Clerk

Tracy L. Altrich
Town Planner/Director of Inspectional Services

EMPLOYMENT AGREEMENT

This Agreement made this 21st day of May 2025, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town" and Philip A. McNulty, hereinafter referred to as "McNulty".

WITNESSETH:

WHEREAS, the Board of Selectmen (herein the "Board") voted on July 24, 2024 to employ McNulty in the position as the Director of Public Works for the Town of West Bridgewater; and

WHEREAS, the Board of Selectmen (hereinafter the "Board") and McNulty now desire to enter into a written three-year contract of employment for the term of July 24, 2024 and ending June 30, 2025; and

WHEREAS, the Board and McNulty now desire to enter into a new written three-year 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 McNulty as Director of Public Works and McNulty hereby accepts such employment on the terms and conditions hereinafter set forth.

2. **TERM.** The term of the Contract shall begin on July 1, 2025 and end on June 30, 2028 unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Board and McNulty agree that for the first year of the contract, McNulty annual salary rate as of July 1, 2025 shall be $137,999. The annual salary shall be paid in bi-weekly installments on the same day as other employees of the Town are paid and subject to Annual Town appropriation.

   Effective salary for July 1, 2026 shall be $142,139 representing a 3% increase.

   Effective salary for July 1, 2027 shall be $146,403 representing a 3% increase.

4. **DUTIES.** McNulty shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board and the Town Administrator, including without limitation, those consistent with the title of Director, as set forth in the Job Description, adopted by the Board on July 12, 2023. On a day to day basis McNulty shall work under the general supervision of the Town Administrator.

5. **HOURS OF WORK.** McNulty agrees to devote that amount of time and energy which is reasonably necessary for McNulty to faithfully perform the duties of Director under this contract. McNulty basic work week shall be M-F 6:30 AM - 3:00 PM allowing for a half hour lunch. It is recognized that McNulty must devote a great deal of time outside the normal office hours to the business of the Town and, to that end, McNulty shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours and at such time which McNulty reasonably determines will least adversely impact department operations. McNulty shall provide the Town Administrator, on a monthly basis, documentation as to the accrual and use of compensatory time in Accordance with the guidance that the HR Director shall provide.

6. **VACATION.** McNulty shall be entitled to four weeks vacation. McNulty shall not take more than (10) days of vacation at any one time unless a longer period of time is agreed to by the Town Administrator. In the event that McNulty, through no fault of his own, is unable to take his allotted vacation time during the term of this Contract, if a new employment Contract is provided, McNulty shall be permitted to carry over ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. McNulty shall be paid in a lump sum for any unused vacation time he has to his credit at the time of the termination of his employment under this Agreement.

7. **SICK LEAVE.** McNulty shall be entitled to one (1) day of sick leave for each month of the term of this Agreement to be used when he is incapacitated for the performance of his duties by illness or injury. Sick leave, which is not used, shall accumulate and be available for use in succeeding years of the term of his employment, subject to a maximum accumulation of ninety-days (90). In the event his employment is terminated by his retirement in accordance with the provisions of the Plymouth County Retirement Association or by his death, he or his spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to his credit at the time of his termination of his employment.

8. **PERSONAL LEAVE DAYS.** McNulty shall be granted, at the discretion of the Town Administrator, three (3) days of personal leave time to attend to personal matters that cannot reasonably be attended to outside of his regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day which he is not in pay status.

9. **BEREAVEMENT LEAVE.** McNulty shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death in his immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brothers and any other member of his immediate household.

10. **JURY DUTY.** In the event McNulty is required to perform any 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 McNulty by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.

12. **HOLIDAYS**. McNulty 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, and the last Monday in May, Juneteenth, the fourth day of July, the first Monday in September, the second Monday in October, Veterans' Day, Thanksgiving Day and the day after Thanksgiving Day, 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 of Selectmen.

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 McNulty.

14. **ALLOWANCES AND STIPENDS.** McNulty shall not receive any other stipends unless specified in this contract. McNulty is eligible to receive reimbursement for clothes and/or footwear that are damaged during the line of duty.

15. **USE OF TOWN VEHICLE**. McNulty may use a Town Vehicle for his personal use as well as, official use as Director of Public Works. McNulty agrees to limit personal use of Town vehicle to a minimum.

16. **LONGEVITY.** McNulty is eligible for longevity benefits as defined in Article 16 "Personnel" of the Town's bylaws.

17. **EXTREME WEATHER EVENTS** . McNulty shall be available during extreme weather events (excluding snow) that the union is called in for. During snow events, McNulty shall be on premise if required to do so by the Town Administrator to manage the Department. For snow events, in lieu of accumulating compensatory time McNulty shall receive $100/hr stipend payable the first payroll after May first. McNulty will have the benefit of a 4 hr minimum stipend for said snow events. McNulty agrees to, in good faith, minimize the usage of vacation/personal leave time during the months of November 1 – April 30th.

18. **PROFESSIONAL DEVELOPMENT.** McNulty shall be permitted to attend courses, seminars, conference and meetings, approved in advance by the Town Administrator, to develop his skills and abilities as Director. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Town Administrator. The cost thereof shall be paid by the Town subject to available funds.

19. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse McNulty all expenses reasonably incurred by him in the performance of his duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at courses, seminars, conferences and meetings that have been approved by the Town Administrator. Travel costs shall be reimbursed at the rate per mile

paid to other Town employees.

20. **PERFORMANCE EVALUATION.** The performance of McNulty shall be evaluated by the Town Administrator once a year during the term of this Agreement. 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.

21. **TERMINATION.** This Agreement may be terminated during its term by:
    a. Mutual agreement of the parties;
    b. Retirement of McNulty;
    c. Disability of McNulty that prevents the performance of his duties for a period of one hundred eighty (180) days;
    d. Death of McNulty;
    e. Dismissal of McNulty, for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, McNulty 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.

22. **RENEWAL OF AGREEMENT.** 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 McNulty written notice of at least ninety (90) days prior to the end of the term as to whether it desires to renew the Agreement. In the event McNulty is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact least ninety (90) days prior to the end of the term.

23. **ENTIRE AGREMENT.** This agreement embodies the whole agreement between the Board and McNulty 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 a writing signed by the party against whom enforcement thereof is sought.

24. **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.

BOARD OF SELECTMEN

Jeffrey P. Ryan, Chairman

Michael A. Perez, Vice-Chair

Marcie M. Lee, Clerk

2-20-25

Philip A. McNulty
Director of Public Works

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21st day of May 2025, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and Christine T. Eaton of Scituate, MA, hereinafter referred to as "Eaton".

WHEREAS, the Board of Selectmen (hereinafter the "Board") voted on October 19, 2022, to appoint Eaton to the position of Executive Assistant for the Town of West Bridgewater; and

WHEREAS, the Board of Selectmen (hereinafter the "Board") and Eaton now desire to enter into a written three-year contract of employment for the term of October 19, 2022 and ending June 30, 2025; and

WHEREAS, the Board and Eaton now desire to enter into a new written three-year 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:

WITNESSETH:

1. **EMPLOYMENT.** The Town hereby employs Eaton and she hereby accepts employment as Executive Assistant.

2. **TERM.** The term of employment shall be a period of three (3) years, beginning on July 1, 2025 and ending on July 30, 2028, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Board and Eaton agree that for the first year of the contract, Eaton's annual salary rate as of July 1, 2025 shall be $63,378. The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid.

   Effective salary for July 1, 2026 shall be $65,279 representing a 3% increase.

   Effective salary for July 1, 2027 shall be $67,237 representing a 3% increase.

4. **DUTIES.** Eaton shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Town Administrator and Assistant Town Administrator including, without limitation, those set forth in the job description. On a day to day basis Eaton shall work under the general supervision of the Town Administrator.

5. **HOURS OF WORK.** The basic workweek of Eaton shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to her basic workweek, Eaton is required to take meeting minutes at the Board of Selectmen Meetings and attend Town Meetings. Eaton shall be granted compensatory time off during her basis workweek for attending the night meetings as required and any other time at the discretion of the Town Administrator.

6. VACATION. Eaton shall be entitled to three weeks of vacation with pay during each year of the terms of this Agreement. In the event that Eaton, through no fault of her own, is unable to take her allotted vacation time during the term of her contract, she shall be permitted to carry over up to ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. Eaton shall be paid in a lump-sum for any unused vacation time she has to her credit at the time of the termination of her employment under this Agreement.

7. **SICK LEAVE.** Eaton shall be entitled to twelve (12) days of sick leave with pay during each year of the term of this Agreement to be used when she is incapacitated for the performance of her duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of her employment, subject to a maximum accumulation of ninety days (90) days. In the event her employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by her death, she or her spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to her credit at the time of the termination of her employment up to 90 days.

8. **PERSONAL LEAVE DAYS.** Eaton shall be granted, at the discretion of the Town Administrator, three (3) personal leave days to attend to personal matters that cannot reasonably be attended to outside of her regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which she is not in a pay status.

9. **BEREAVEMENT LEAVE.** Eaton shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death in her immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of her immediate household.

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

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

12. **HOLIDAYS.** Eaton 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; Juneteenth; 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 of Selectmen.

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 Eaton.

14. **PROFESSIONAL DEVELOPMENT.** Eaton shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Town Administrator, to develop her skills and abilities as Executive Assistant. The cost thereof shall be paid by the Town.

15. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse Eaton for all expenses reasonably incurred by her in the performance of her duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at courses, seminars, conference and meetings which have been approved by the Town Administrator. Travel costs shall be reimbursed at the rate per miles paid to other Town Employees.

16. **PERFORMANCE EVALUATION.** The performance of Eaton may be evaluated in writing by the Town Administrator once a year during the term of this Agreement. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.

17. **LONGEVITY**. Eaton shall be entitled to longevity benefits as outlined in Article 16 "Personnel" in the Town's by-laws and will be paid in accordance of such by-law.

18. **TERMINATION.** This Agreement may be terminated during its term by:
    a. Mutual agreement of the parties;
    b. Retirement of Eaton;
    c. Disability of Eaton that prevents the performance of her duties for a period of one hundred eight (180) days;
    d. Death of Eaton;
    e. Dismissal of Eaton for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Town Administrator, Eaton shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a

hearing before the Board at which she may be represented by Counsel, present evidence, and call witnesses to testify in her behalf.

19. **RENEWAL OF AGREEMENT.** This Agreement shall terminate at the end of said term of three (3) years unless it is extended for an additional term of a year or years by the Board. The Board/Town Administrator shall give Eaton written notice of at least ninety (90) days prior to the end of the term as to whether or not it desires to renew the Agreement. In the event Eaton is not interested in a renewal of the Agreement, she shall give the Board/Town Administrator written notice of such fact at least ninety (90) days prior to the end of the term.

20. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Eaton 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.

BOARD OF SELECTMEN

_____
Jeffrey P. Ryan, Chairman

_____
Michael A. Perez, Vice-Chairman

_____
Marcie M. Lee, Clerk

Christine T. Eaton
Executive Assistant

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this ___ day of ___2025, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and David L. Gagne of Taunton, MA 02780, hereinafter referred to as "Gagne".

WITNESSETH:

WHEREAS, the Board of Selectmen (hereinafter the "Board") voted unanimously on April 16, 2013 to appoint Gagne to the position of Town Administrator to the Board of Selectmen for the Town of West Bridgewater, and

WHEREAS, the term of the first agreement was for a period of three years beginning July 1, 2014 and ending June 30, 2017; and for an additional term of three years beginning July 1, 2015 and ending June 30, 2018; and for an additional term of three years beginning July 1, 2016 and ending June 30, 2019; and for an additional term of three years beginning July 1, 2017 and ending June 30, 2020; and for an additional term of three years beginning July 1, 2018 and ending June 30, 2021; and for an additional term of three years beginning July 1, 2019 and ending June 30, 2022; and for an additional term of three years beginning July 1, 2020 and ending June 30, 2023; and for an additional term of three years beginning July 1, 2021 and ending June 30, 2024; and for an additional term of three years beginning July 1, 2022 and ending June 30, 2025;and for an additional term of three years beginning July 1, 2023 and ending June 30, 2026; and for an additional term of three years beginning July 1, 2025 and ending June 30, 2028.

WHEREAS, the Board and Gagne now desire to enter into a new written three-year contract of employment setting forth the terms and conditions of such employment; and

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

1. **EMPLOYMENT.** The Town hereby employs Gagne, and he hereby accepts employment as Town Administrator to the Board of Selectmen.

2. **TERM.** The term of employment shall be a period of three (3) years, beginning on July 1, 2025 and ending on June 30, 2028, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Board and Gagne agree that for the first year of the contract, Gagne's annual salary rate as of July 1, 2025 shall be $180,353. Representing a 3% over his current rate of pay.

Effective salary for July 1, 2026 shall be $185,764 representing a 3% increase.

Effective salary for July 1, 2027 shall be $191,337 representing a 3% increase.

The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid. The Board and Gagne will meet in accordance with the written Agreement prior to the expiration of the term of this Agreement.

4. **DUTIES.** Gagne 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 Gagne shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to his basic workweek, Gagne shall attend all meetings of the Board, Town Meetings, meetings of the Board with the Finance Committee, and such meetings of other Boards or committees of the Town as the Board may direct or which are relevant to the performance of the duties of the position of Town Administrator. Gagne shall be granted compensatory time off during his basic workweek for all such additional hours worked by him except the hours he spends in attendance at Town Meetings.

6. **VACATION.** Gagne shall be entitled to twenty (20) working days of vacation with pay during each year of the term of this Agreement, exclusive of legal holidays. Gagne shall not take more than ten (10) days of vacation at any one time unless a longer period of time is agreed to by the Board. In the event that Gagne, through no fault of his own, is unable to take ten (10) days of vacation during any year of the contract, he shall be permitted to carry over such unused vacation days for use in the succeeding year of the contract. Gagne shall also be allowed, if he so chooses, to buy-back up to twenty (20) days of unused vacation days at the end of the completed year in which he earned said vacation days at the rate of pay he had been receiving during his completed year. Gagne shall be paid in a lump-sum for any unused vacation days he has to his credit at the time of the termination of his employment under this Agreement.

7. **SICK LEAVE.** Gagne shall be entitled to fifteen (15) days of sick leave with pay during each year of the term of this Agreement to be used when he is incapacitated for the performance of his duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of his employment, subject to a maximum accumulation of one hundred and twenty (120) days. In the event his employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by his death, he or his spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to his credit at the time of the termination of his employment up to 120 days.

8. **PERSONAL LEAVE DAYS.** Gagne shall be granted, at the discretion of the Board, three (3) personal leave days to attend to personal matters that cannot reasonably be attended to outside of his regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which he is not in a pay status.

9. **BEREAVEMENT LEAVE.** Gagne shall be granted a leave of absence without loss of

pay for a period not in excess of five (5) days in the event of a death in his immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of his immediate household.

10. **JURY DUTY.** In the event Gagne 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 Gagne by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.

12. **HOLIDAYS.** Gagne 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; Juneteenth, 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 of Selectmen.

13. **DEFERRED COMPENSATION.** In addition to his annual salary, effective July 1, 2025, Gagne shall be paid monthly in his name the sum of Five Hundred and Fifty ($550) from the Retirement Contribution Line in the Benefits budget to the 457 deferred compensation account he has on record with the Town as deferred compensation in accordance with MGL 108N.

14. **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 Gagne.

15. **PROFESSIONAL DEVELOPMENT.** Gagne shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Board, to develop his skills and abilities as Town Administrator. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Board. The cost thereof shall be paid by the Town.

16. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse Gagne for all expenses reasonably incurred by him in the performance of his duties. Such expenses shall include, but shall not be limited to, attendance at courses, seminars, conferences and meetings which have been approved by the Board such as those sponsored by the MMA, MMPA, MMMA and SERSG. All such expenses may be reimbursed provided there are funds in the fiscal year's budget.

17. **PERFORMANCE EVALUATION.** The performance of Gagne may be evaluated in writing by the Board once a year during the term of this Agreement. 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. **LONGEVITY**. Gagne shall be entitled to longevity benefits as outlined in Article 16 "Personnel" in the Town's by-laws and will be paid in accordance of such by-law.

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

a. Mutual agreement of the parties;
b. Retirement of Gagne;
c. Disability of Gagne that prevents the performance of his duties for a period of one hundred eight (180) days;
d. Death of Gagne;
e. Dismissal of Gagne for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, Gagne 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.

20. **INDEMNIFICATION.** To the maximum extent permitted by G.L. C 258, the Town shall defend, save harmless and indemnify Gagne against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Gagne's duties as Town Administrator, even if said claim is brought/filed following his termination from employment, provided that at the time of the alleged act or omission Gagne was acting within the scope of his duties. Under these circumstances, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to Gagne.

In connection with those claims or suits involving Gagne in his professional capacity, the Town shall defend Gagne and/or shall retain and pay for an attorney to represent Gagne (including all fees and costs) in connection with same.

Should, subsequent to his service as Town Administrator, the Town call or summons Gagne to provide information about or testify as to actions that took place during his tenure as Town Administrator, Gagne agrees that, if requested in writing by the Board, he will cooperate. The Town agrees to reimburse him for his reasonable per diem expenses associated with such testimony and cooperation.

21. **RENEWAL OF AGREEMENT.** This Agreement shall terminate at the end of said term of three (3) years unless it is extended for an additional term of a year or years by the Board. The Board shall give Gagne written notice of at least ninety (90) days prior to the end of the term as to whether or not it desires to renew the Agreement. In the event Gagne is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least ninety (90) days prior to the end of the term.

22. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Gagne 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.

23. **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.

BOARD OF SELECTMEN

By:_____ Jeffrey P. Ryan, Chairman

_____ Michael A. Perez, Vice-Chairman

_____ Marcie M. Lee, Clerk

_____
David L. Gagne
Town Administrator

Board of Selectmen

65 North Main Street
West Bridgewater, ma 02379
Phone: 508-894-1266
Fax: 508-894-1269

Town of West Bridgewater

Application for a One-Day Liquor License

Beer & Wine: ☑ Date:

All Alcohol: ☐

Profit ☑ or ☐ Non-Profit Organization

License#

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a license in accordance with the provisions of the statues relating thereto: Vineyard Farm Inc.

(Full name of person, firm, or corporation making the application)

E. Center St #175, West Bridgewater, MA 02379

(Street Address)

State Clearly Purpose for which license is requested: Farm Events

Description of Premise:

Vineyard Farm, E Center St # 175, West Bridgewater, MA 02379

Date of Event: May 24,25,26 Hours: 11am to 10:30pm

Anticipated Number of Attendees: 190

Elio Silva
Signature of Applicant

175 East Center St
Address:

508 627 2000
Phone Number:

elio@vineyardfarm.com
E-Mail Address:

Police Department Detail Requirements: - None

5/15/25

Police Chief Signature

Board of Selectmen
65 North Main Street
West Bridgewater, MA 02379
Telephone (508) 894-1207
Fax (508) 894-1260

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

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

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

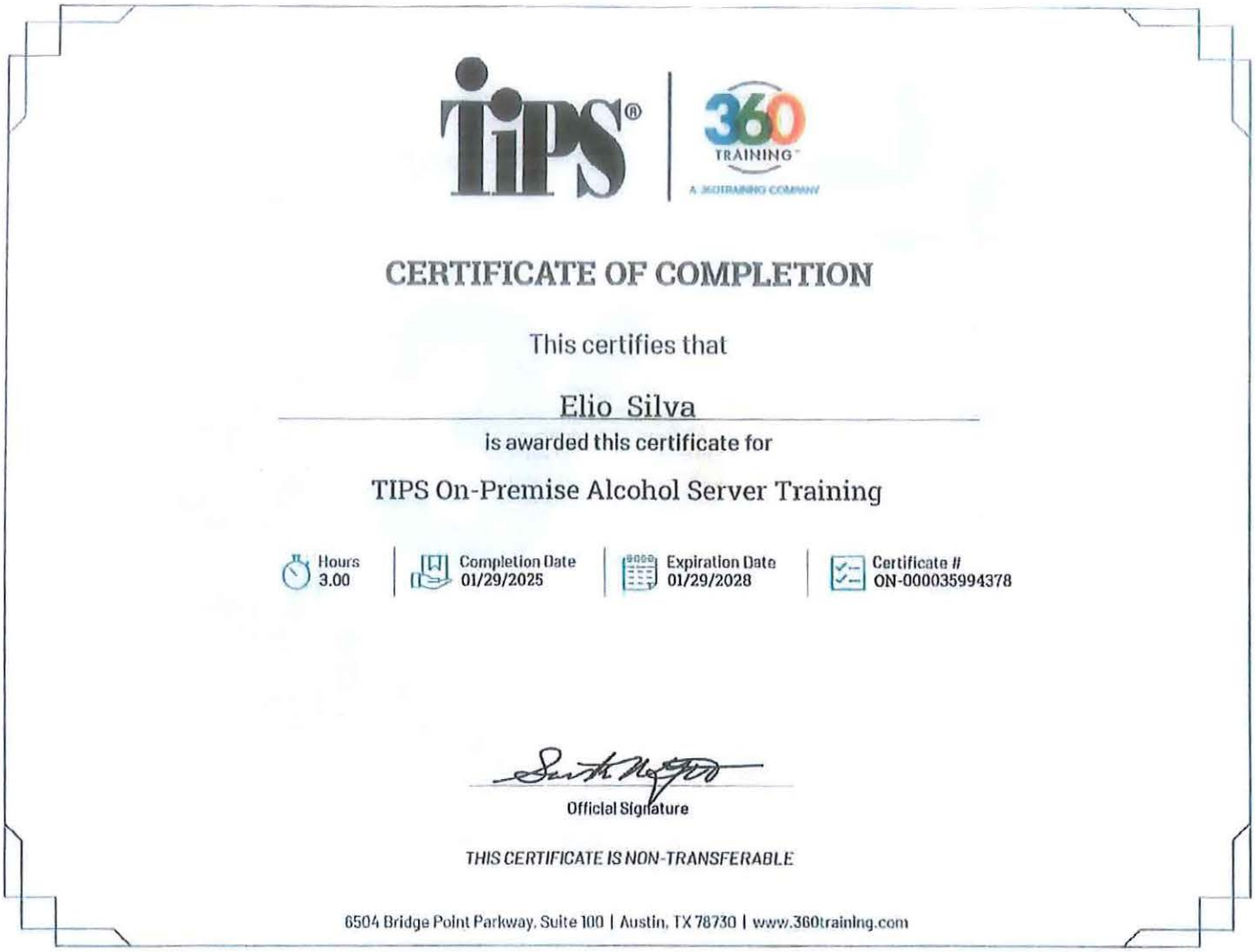
I acknowledge receipt of the Alcohol Policy and Rules and Regulations for Liquor License Holders in the Town of West Bridgewater. Further, I agree to perform at the highest standards of personal responsibility and public trust, in the strictest conformance with the provisions of this policy and Chapter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

Clio Silva — 05/13/2025

Licensee/Applicant — Date

Receipt of Policy Updated: October 18, 2023

10



CERTIFICATE OF COMPLETION

This certifies that

Elio Silva

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	01/29/2025	01/29/2028	ON-000035994378

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 01/29/2025 Expires: 01/29/2028

Certificate #: ON-000035994378

Elio Silva
294 State Rd, Vineyard Haven, MA, USA
Tisbury MA 02568

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Outlook

Vineyard Farm ODLL

From Elio Silva <eliogsilva@gmail.com>
Date Tue 5/13/2025 2:37 PM
To Christine Eaton <ceaton@westbridgewater.gov>

1 attachment (1 MB)
Vineyard Farm 2025 One Day Liquor Application.pdf;

Good Afternoon Christine,

it's uncertain whether the Liquor License will be finalized by the end of the month.

In the meantime, we would like to request an ODLL for May 24th, 25th, and 26th. While our current plan is to likely only utilize one of these days, given the recent unpredictable weather, we want to ensure we have options and are prepared for any potential rain delays.

Thank you for your assistance.

Best regards,

Elio
--

LIKE US ON FACEBOOK

ELIO G SILVA
294 State Road
www.eliosilva.com
Vineyard Haven MA 02568
Cell: 508 627 2000
Office: 508 693 2000
Fax: 866 653 5325

Board of Selectmen

65 North Main Street
West Bridgewater, ma 02379
Phone: 508-894-1268
Fax: 508-894-1269

Town of West Bridgewater

Application for a One-Day Liquor License

Beer & Wine: [X] Date: 5/14/2025

All Alcohol: [ ]

Profit [X] or [ ] Non-Profit Organization

License# FB-LC-000139

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a license in accordance with the provisions of the statues relating thereto:

Paul Mulcahy
Black Hat Brew Works

(Full name of person, firm, or corporation making the application)

25 Scotland Blvd.
Bridgewater, MA 02324

(Street Address)

State Clearly Purpose for which license is requested:

Riverwalk

Description of Premise:

River Street West Bridgewater
War Memorial park

Date of Event: June 2 Hours: 10-2

Anticipated Number of Attendees:

public Event

Signature of Applicant

Address: 401 West Center St / E7
West Bridgewater, MA
02302

Phone Number:
508.232.0567

E-Mail Address:
Blackhatbrew@gmail.com

Police Department Detail Requirements:

Police Chief Signature

★ 1) Detail Required

★ 2) Must have Restricted + Designated Area "Beer Garden"

★ 3) Must Be Clearly Marked off

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

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

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

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

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

Licensee/Applicant

5/10/25
Date

Receipt of Policy Updated: October 18, 2023

10

BLACHAT-03 JSHOOPMAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2025

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

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

PRODUCER
Cincinnati Insurance Company
Cincinnati Customer Care Center
P.O. Box 145496
Cincinnati, OH 45250-5496

CONTACT NAME: Jessica Shoopman
PHONE (A/C, No, Ext): (877) 687-1291 FAX (A/C, No): (513) 881-8114
E-MAIL ADDRESS: CincinnatiCerts@cinfin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	10677
INSURER B: Cincinnati Casualty Company	28665
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BLACK HAT BREW WORKS, LLC
25 SCOTLAND BLVD STE 1
BRIDGEWATER, MA 02324-3225

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ETD 0696423	9/28/2024	9/28/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC 0696425	9/28/2024	9/28/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy form(s) available upon request.

CERTIFICATE HOLDER

Town of West Bridgewater

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jessica Shoopman

ACORD 25 (2016/03)

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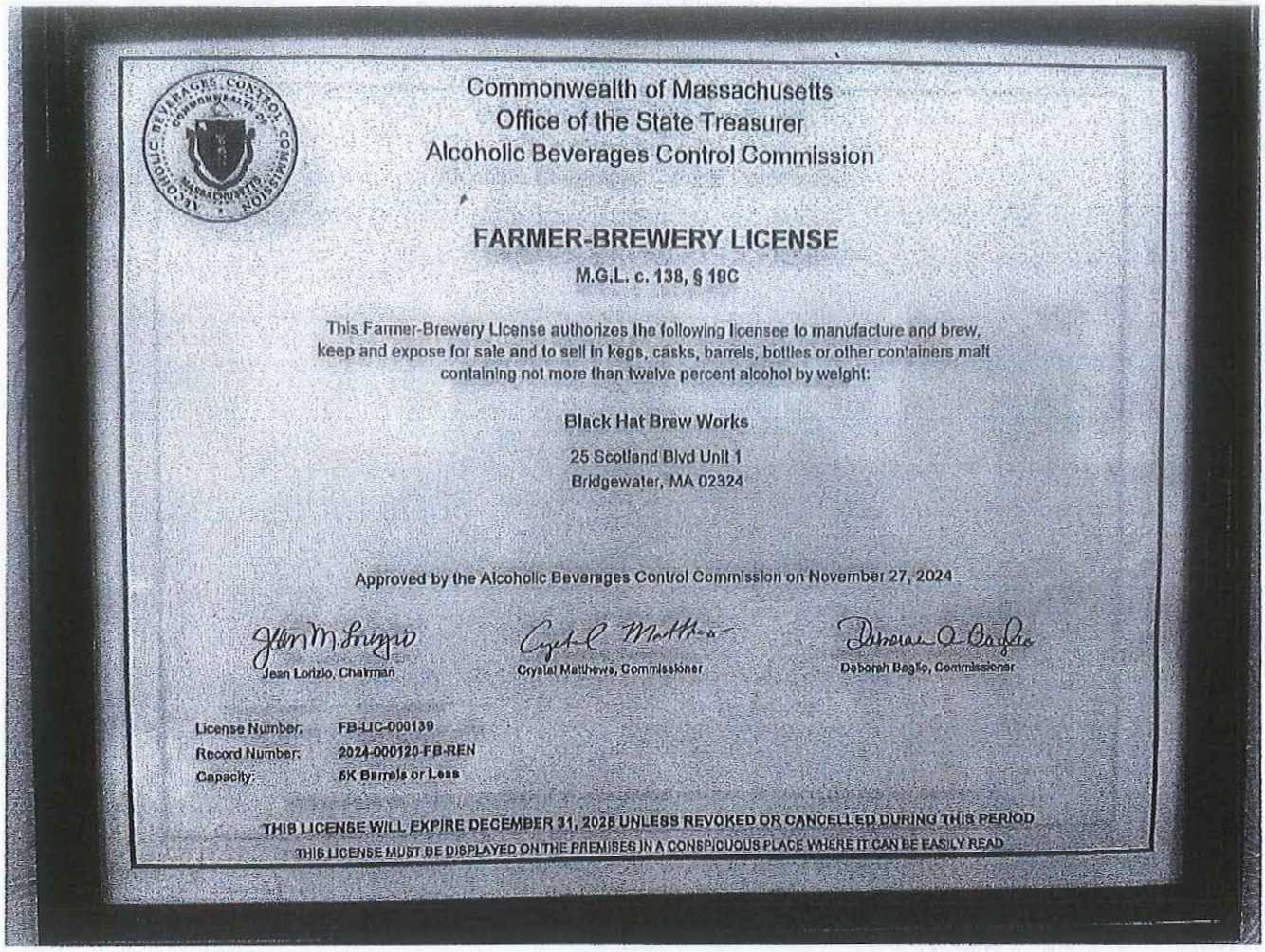


Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-BREWERY LICENSE

M.G.L. c. 138, § 19C

This Farmer-Brewery License authorizes the following licensee to manufacture and brew, keep and expose for sale and to sell in kegs, casks, barrels, bottles or other containers malt containing not more than twelve percent alcohol by weight:

Black Hat Brew Works

25 Scotland Blvd Unit 1
Bridgewater, MA 02324

Approved by the Alcoholic Beverages Control Commission on November 27, 2024

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: FB-LIC-000139
Record Number: 2024-000120-FB-REN
Capacity: 5K Barrels or Less

THIS LICENSE WILL EXPIRE DECEMBER 31, 2025 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE MUST BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ

SureSellNow.com

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

PAUL MULCAHY

has met all training requirements and successfully completed the following course and/or exam

Responsible Alcohol Server Training - Massachusetts

Certificate Number: 70781

Completion Date: 02/01/2024

Expiration Date: 01/31/2027

Kelly Bailey
Authorized Signature

Diversys Learning, Inc
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613
SureSellNow.com

Board of Selectmen

65 North Main Street
West Bridgewater, MA 02379
Telephone (508) 894-1207
Fax (508) 894-1260

One-Day Entertainment Application
Town of West Bridgewater

Date of Request: 5/9/2025 **(Circle One)** Profit (Non Profit)

Date of Event: 9/14/2025 **Hours:** 11am to 5pm
setup starting at 8am
Clean up 5-7pm

Is this a ticketed event? Y (N)
Will food or alcohol be served? (Y) N
**Food service requires Board of Health permits, Alcohol requires one-day liquor license*

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a One Day Entertainment License in accordance with the provisions of the statues relating thereto:

West Bridgewater Lions Club C/o Nancy Krushas 508 942 7611
(Full name of applicant) (phone)

Friendship Park (application for permit given to DPW
Location of event (Attach lease or written consent of property owner if applicable)

Describe the nature of the event and the type of entertainment that will be provided:
Out door festival with Vendors, Children's activities, food vendors and Musicians. will use the the park gazebo for live music. Vendors will be situated around the park.

Anticipated number of attendees: 200-300 families throughout the day.

****Attach floor plan with designated areas for the entertainment, seating, and parking. Please note all exits and bar areas, if applicable.**
in front of gazebo plenty of parking at high school, Spring Street & town hall
no seating

Nancy E Krushas
Signature of Applicant

None required
Police Department Detail Information

Signature of Police Chief

OFFICER MICHAEL THOMAS KOMINSKY SR
SCHOLARSHIP FUND

♥ A Legacy of Service.
A Future of Opportunity. ♥

West Bridgewater, MA

Robert W. Kominsky

West Bridgewater, MA 02379

April 13, 2025

Chief Timothy Nixon
West Bridgewater Police Department
102 West Center Street
West Bridgewater, MA 02379

RE: Request for Dedication of Bryant Street/Arch Street Island in Honor of Officer Michael T. Kominsky

Dear Chief Nixon,

I hope this letter finds you well. On behalf of the Kominsky family, I am writing to respectfully request that the traffic island located on **Bryant & Arch Street** in West Bridgewater be **dedicated to the memory of Officer Michael T. Kominsky, End of Watch: June 17, 2024**.

Mike was a **decorated 29-year veteran of the West Bridgewater Police Department**, who served with unwavering commitment, integrity, and deep pride in protecting our community. His service and legacy are woven into the fabric of this town, and we believe dedicating this island in his honor would be a fitting tribute to his decades of dedication and is in the vision of his childhood home.

The Kominsky family would be honored to take full responsibility for **maintaining and caring for the island,** ensuring it remains a beautiful and respectful space in recognition of Mike's service—Badge #297, Car #222—and the lasting impact he had on West Bridgewater.

Please let us know the appropriate next steps or approvals required to make this dedication possible. We are more than willing to work with the town and the department to bring this tribute to life by his 1 year anniversary of June 17, 2025. A sample of the proposed dedication is attached for your review.

Thank you for considering this request and for your continued support and compassion.

With heartfelt gratitude,
Robert W. Kominsky, Retired W.B. Chief of Police
On behalf of the Kominsky Family

X Robert W Kominsky

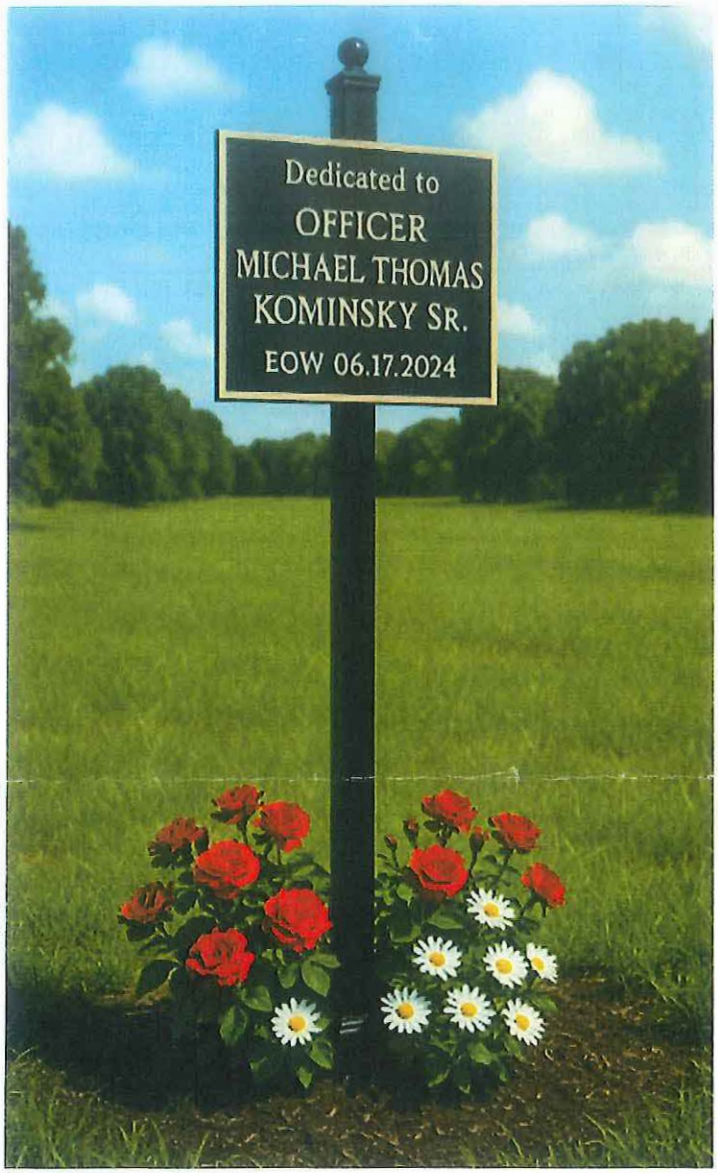
Our Mission Statement: We proudly provide financial support to graduating seniors of West Bridgewater High School who are committed to furthering their education in the field of law enforcement, with the goal of fostering the next generation of public safety professionals.

OFFICER MICHAEL THOMAS KOMINSKY SR SCHOLARSHIP FUND

♥ A Legacy of Service. A Future of Opportunity. ♥

West Bridgewater, MA

Example of Suggested Memorial:



Our Mission Statement: We proudly provide financial support to graduating seniors of West Bridgewater High School who are committed to furthering their education in the field of law enforcement, with the goal of fostering the next generation of public safety professionals.

Minutes of the Board of Selectmen Meeting of Wednesday, April 16, 2025. Present were Jeffrey P. Ryan, Chairman, via telephone, Michael A. Perez, Vice Chair and Marcie M. Lee, Clerk, also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room, 2nd Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

Also, Present:
Tony Resendes, Vineyard Farm
Zelane Goncalves, Vineyard Farm

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.

Mr. Perez **MOVED** to reorganize the Board to have Chairman Ryan remain Chair, Ms. Lee move to Vice Chairman and Mr. Perez move to Clerk, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to have himself be SERSG Signatory, Ms. Lee be Road Cut Signatory and Mr. Perez be Parking Clerk, Ms. Lee seconded and so voted unanimously.

Chairman Ryan reviewed the Site Plan for Vineyard Farm, the Board had no objections to the project.

The Board discussed the Entertainment License and One-Day Liquor Licenses for Vineyard Farm. Vineyard Farms clarified the hours requested for their upcoming events.

Chairman Ryan **MOVED** to approve the Entertainment License Application 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 April 19, 20, 26, 27 and May 11 2025 from 11 a.m. to 10 p.m., Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the One-Day Entertainment License for the Lion's Club Spring Fest on May 18, 2025 at Friendship Park, waiving the fee for the event, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to appoint Paula Schlosser to the OCES Board of Directors, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve Tom Souza's Employment Contract Amendment, as presented, Ms. Lee seconded and so voted unanimously.

Mr. Gagne reviewed the Articles, Motions and suggested Readers for the Annual Town Meeting.

Chairman Ryan **MOVED** to recommend all the Articles as presented with the exception of Articles 29, 33 and 37, subject to Town Counsel review, Ms. Lee seconded and so voted unanimously.

The Board reviewed Article 29.

Chairman Ryan **MOVED** to recommend Article 29, Ms. Lee seconded and so voted unanimously.

The Board reviewed Article 33.

Chairman Ryan **MOVED** to not recommend Article 33, Mr. Perez seconded and so voted unanimously.

The Board reviewed Article 37.

Mr. Perez **MOVED** to table the Article 37 recommendation till the May 7, 2025 Meeting, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to recommend all the Motions as presented, subject to Town Counsel review, Ms. Lee seconded and so voted unanimously.

Mr. Perez **MOVED** to approve the Readers as presented, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to sign the Annual Town Meeting Warrant, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to accept the Antique/Second Hand License Renewals as presented, pending final inspections and receipt of final documents, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the Capital Budget Meeting Minutes of March 17, 2025, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the Meeting Minutes of March 19, 2025, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to accept the Meeting Minutes of April 2, 2025 for review, Mr. Perez seconded and so voted unanimously.

Chairman Ryan **MOVED** to accept Richard Jefferson's Retirement from the DPW on June 30, 2025, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to appoint Nick Iafrate as Record Access Officer for the Building Department, Ms. Lee seconded and so voted unanimously.

Mr. Perez **MOVED** to appoint Poll Workers as presented, Ms. Lee seconded and so voted unanimously.

Mr. Gagne informed the Board of the Crush Cancer 5K Road Race he signed-off on.

Mr. Gagne informed the Board of a few events the Lion's Club is hosting in Town. Namely, Children's Fun Nights, Spring Fest and Summer Concert Series.

Mr. Gagne informed the Board that the Fire Department truck engine has failed and they have gone out to bid to replace it. Mr. Gagne stated the Fire Department will pay for it out of their Operating Budget and if need be, will seek an end of year transfer.

Mr. Gagne informed the Board that the Finance Committee has recommended the Board of Selectmen's approved FY26 budget and will vote on the Articles / Motions at tomorrow night's meeting.

Mr. Gagne stated the Board's next meeting will be May 7, 2025.

Annual Town Meeting is May 12, 2025.

Chairman Ryan stated that Town Clean-Up Day has moved to Saturday April 19, 2025 due to bad weather the previous weekend.

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

Meeting adjourned at 7:26 p.m.

Michael A. Perez, Clerk

Respectfully submitted by Christine Eaton, Executive Assistant.

List of documents included in the April 16, 2025 Meeting Packet:

- *Site Plan Review / Special Permit – Planning Board – Vineyard Farm – 175 East Center Street*
- *Entertainment License Application for Vineyard Farm Located at 175 East Center Street*
- *One Day Liquor License Application for Vineyard Farm Located at 175 East Center Street on April 19, 20, 26, 27 and May 11 2025*
- *One Day Entertainment License for the Lion's Club Spring Fest on May 18, 2025 at Friendship Park*
- *Appointment Letter for Paula Schlosser to the OCES Board of Directors*
- *Tom Souza's Employment Contract Amendment*
- *Articles for the Annual Town Meeting*
- *Antique/Second Hand License Renewals*
- *Capital Budget Meeting Minutes of March 17, 2025*
- *Meeting Minutes of March 19, 2025 and April 2, 2025*
- *Richard Jefferson's Retirement Letter from the DPW on June 30, 2025*
- *Nick Iafrate as Records Access Officer for Building Department*
- *List of Poll Workers*
- *Request to Use Town Hall Parking Lot and Roads – Crush Cancer 5K – April 27, 2025*
- *Spring Fest, Children's Fun Nights and Summer Concert Series Flyer*
- *Fire Truck Engine Replacement*

Minutes of the Board of Selectmen Meeting of Wednesday, May 7, 2025. Present were Jeffrey P. Ryan, Chairman, Michael A. Perez, Vice Chair and Marcie M. Lee, Clerk, also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room, 2nd Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

Also, Present:
Moe McCarthy, Finance Committee
Janice Fox, Finance Committee Chair
Meri Anderson, Finance Committee
James Holden, Finance Committee
Chris Smith, Finance Committee
Sue Sullivan, Finance Committee
Cheryl Adams, Finance Committee

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

Chairman Fox called the Finance Committee 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.

Mr. Gagne discussed with the Board and Finance Committee his recommendation not to move Articles 33, 34, 36 and 37 at Annual Town Meeting.

Mr. Perez **MOVED** to table Articles 33,34,36,37 as presented to a later date, Ms. Lee seconded and so voted unanimously.

Mr. Holden **MOVED** to table Articles 33,34,36,37 as presented to a later date, Mr. McCarthy seconded and so voted unanimously.

Ms. Sullivan **MOVED** to adjourn the Finance Committee at 6:51 p.m., Ms. Adams seconded and so voted unanimously.

The Board discussed Memorial Day 2025 Commemorative Services and their roles at the ceremony. Mr. Perez will give the address, Ms. Lee will lay the wreath and a student representative will read the Honor Roll.

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

Ms. Lee **MOVED** to approve the One-Day Liquor License Application for Black Hat Brew Works for Lion's Club Spring Fest on May 18, 2025 and Concert Series on June 17, July 1, July 8, July 15, July 29, August 5, August 12, 2025, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to approve the job description for Part-Time Cable Access Coordinator, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to approve the Meeting Minutes of April 2, 2025, Ms. Lee seconded and so voted unanimously.

Chairman Ryan **MOVED** to accept the Meeting Minutes of April 16, 2025 for review, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to appoint Benjamin Le Grice to the Memorial Day / Veterans Day Legacy Committee, Ms. Lee seconded and so voted unanimously.

Mr. Perez **MOVED** to appoint Nick Iafrate to the By-Law Study Committee, Ms. Lee seconded and so voted unanimously.

Ms. Lee **MOVED** to accept Stacy Driscoll's Resignation from the COA on May 8, 2025, with a letter of thanks, Mr. Perez seconded and so voted unanimously.

Mr. Perez **MOVED** to accept Athena Grant's Resignation from the Cable Advisory Board on May 9, 2025, with a letter of thanks, Ms. Lee seconded and so voted unanimously.

Mr. Gagne informed the Board of two grants the town received for MBTA Technical Assistance and DCR Urban and Community Forestry Challenge Grant.

Mr. Gagne informed the Board that a new generator was needed at the Water Department so they will be using the portable one that is currently not in use at the Transfer Station, to be auctioned off once it is replaced by the Water Department.

Mr. Gagne informed the Board of State Aid and conversations with our new State Representatives.

Mr. Gagne informed the Board of the House Amendment, Section 65-68 "Vocational Admissions Task Force" and the proposed selection of students for Vocational Schools.

Mr. Gagne gave the Board an update on the current status of the Digital Sign outside of Town Hall. Informing them MassDOT will not approve the location out front of Town Hall, as it is on the State Road. Mr. Gagne will bring back another location as a later date.

Annual Town Meeting is May 12, 2025.

Mr. Gagne stated the Board's next meeting will be May 21, 2025.

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

Meeting adjourned at 7:07 p.m.

_____

Michael A. Perez, Clerk

Respectfully submitted by Christine Eaton, Executive Assistant.

List of documents included in the May 7, 2025 Meeting Packet:

- *Town Administrator Recommendation to table the Following Proposed Zoning Articles at Town Meeting:*
  - *Article 33 – MBTA*
  - *Article 34 – ADU*
  - *Article 36 – Multiple Uses on Same Property*
  - *Article 37 – Portable Sheds*
- *Memorial Day 2025 Commemorative Service – May 26, 2025 Flyer*
- *One Day Liquor License Application for Vineyard Farm Located at 175 East Center Street on May 10, 2025*
- *One-Day Liquor License Application from Black Hat Brew Works for Lion's Club Spring Fest on May 18, 2025 and Concert Series on June 17, July 1, July 8, July 15, July 29, August 5, August 12, 2025*
- *Job Description for Part-Time Cable Access Coordinator*
- *Meeting Minutes of April 2, 2025 and April 16, 2025*
- *Benjamin Le Grice Appointment Letter to the Memorial Day / Veterans Day Legacy Committee*
- *By-Law Study Committee Mission Statement*
- *Stacy Driscoll's Resignation Letter from the COA on May 8, 2025*
- *Athena Grant's Resignation Letter from the Cable Advisory Board on May 9, 2025*
- *MBTA Communities Technical Assistance Contract between Horsley Witten Group and the Town*
- *DCR Urban and Community Forestry Challenge Grant*

- *Email Regarding Portable Generator*
- *FY2026 Preliminary Cherry Sheet Estimates*

Town of West Bridgewater

65 North Main Street
West Bridgewater, MA. 02379

Application for:

2025 MAY -7 PM 2:30

428

****** Official Use Only ******

Hearing before the ☑ Planning Board ☐ Zoning Board of Appeals

Type of Submittal: ☐ Special Permit ☑ Site Plan Approval ☐ Variance

☐ Appeal the decision of the Building Commissioner

Please Print Clearly & Legibly

Name of Applicant or Appellant: Sean Donohue Date: 4-17-25

Street Address: [illegible] City/Town [illegible]

State MA Zip [illegible] Phone # [illegible]

Email [illegible] Cell # [illegible]

Location of Property: 482 East Center street (unit 2)

Plymouth County Registry of Deeds: Book # _____ Page # _____

Applicant is: ☐ Owner ☑ Tenant ☐ Prospective Purchaser ☐ Licensee

Nature of Application :

Opening barbershop

******Official Use Only ****** Applicable section(s) of The Town of West Bridgewater's Zoning By-laws:

SEE ATTACHED LETTER

Building Commissioner's Signature: [signature] Date of Denial

I hereby request a hearing before the Site Plan, Permit, Special Permit Granting Authority with reference to the above noted application or appeal.

Printed name of Applicant Sean Donohue Applicant's Signature [signature]

Official Use Only Received from the applicant, the sum of $ 158.00 for the filing fee. Check # 128

Clerk's Signature [signature] Date: May 7 2025

Abutter notification, engineering review & advertising fees will be Paid by the applicant.

Sean Donohue
5/4/2025

Brickhouse Barbershop Narrative

A) Location: 482 East Center Street, West Bridgewater, MA

B) Property Owner: WS and Sons Realty LLC

Contact info: 508-328-2829

C) Name: Brickhouse Barbershop

D) Business owner name: Sean Donohue

Contact info:

E) Description: Brickhouse Barbershop is a modern, upscale barbershop, blending traditional barbering with clean, contemporary style. The space is designed for comfort and quality, featuring modern up to date cutting stations, a stylish waiting area, and unique touches to create a memorable client experience. Our focus is on delivering sharp cuts, great service, and a strong community presence.

F) Hours of operation: Sunday-Saturday 6:00am-9:00pm

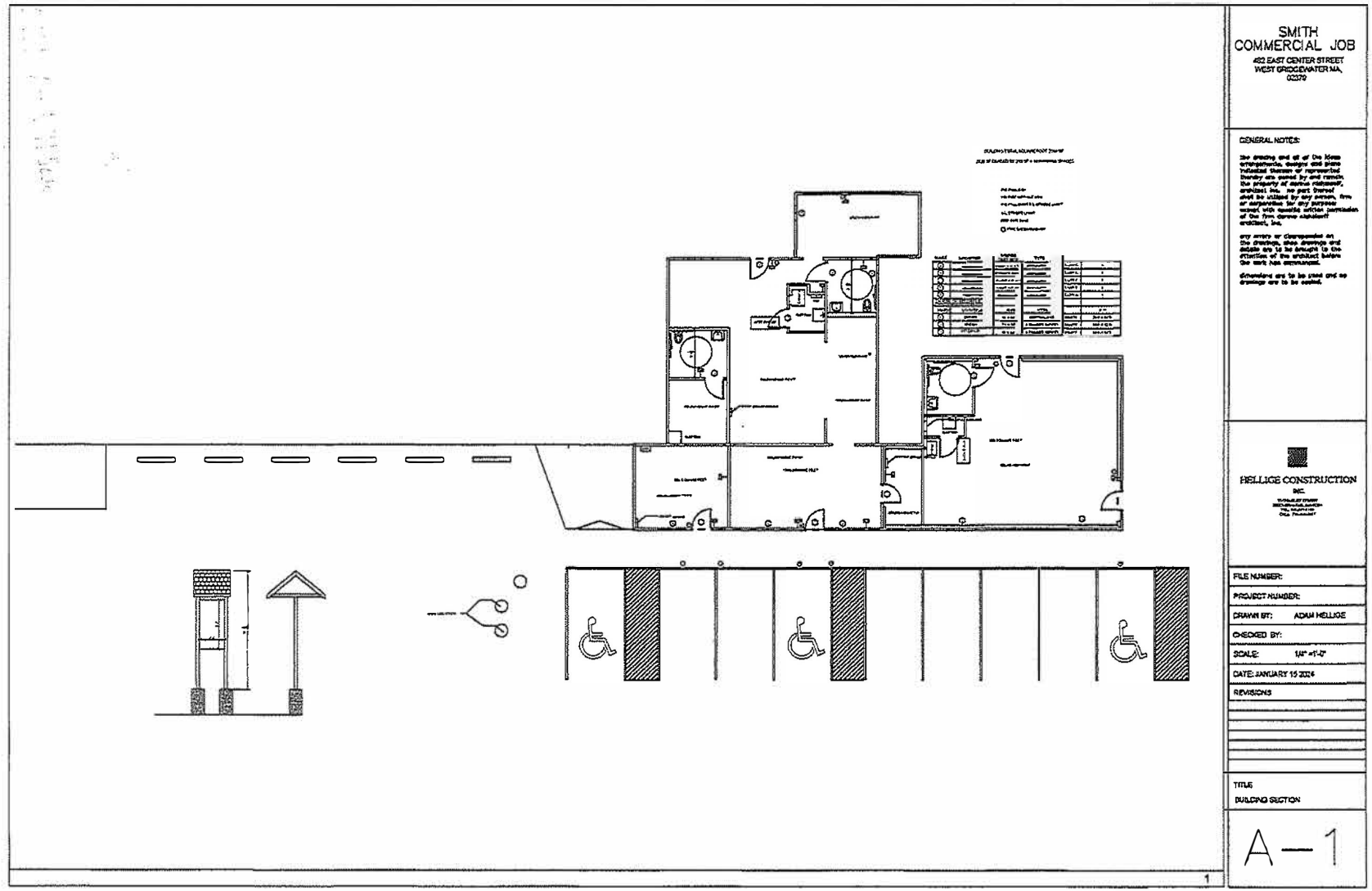
G) Number of employees: As of now, just one but will be getting more barbers as time goes on.

H) Number of parking spaces: 4 parking spaces

I) No heavy construction equipment

J) No piles of mulch, wood, tires, or chemicals

K) No plans to subleasing


SMITH
COMMERCIAL JOB
482 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
1

Town of West Bridgewater

MAY -7 PM 2:30
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

Planning Board May 2, 2025
Site Plan Review Waiver Request

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

Applicant – Sean Donohue

The applicant is seeking a waiver from the Site Plan Review requirement of the Town of West Bridgewater Bylaws.

The property at 482 East Center Street, is currently a multi-unit vacant commercial building. The applicant is seeking to lease unit 2 and occupy it as a Barbershop. Attached are the architectural plans showing the proposed layout of the space.

There is no expansion of the existing footprint of the structure. The site plan shows proposed parking spaces which must be created prior to Occupancy Permit.

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

Town of West Bridgewater

65 North Main Street
West Bridgewater, MA. 02379

Application for:

****** Official Use Only ******

Hearing before the ☐ Planning Board ☒ Zoning Board of Appeals

Type of Submittal: ☒ Special Permit ☐ Site Plan Approval ☐ Variance

☐ Appeal the decision of the Building Commissioner

Please Print Clearly & Legibly

Name of Applicant or Appellant: TUAM REALTY LLC **Date:** _____

Street Address: 453 East Center Street **City/Town** West Bridgewater

State MA **Zip** 02379 **Phone #** (508) 587-8900

Email jburke@jmburkelaw.com **Cell #** _____

Location of Property: 453 East Center Street

Plymouth County Registry of Deeds: Book # 45895 **Page #** 196

Applicant is: ☒ **Owner** ☐ **Tenant** ☐ **Prospective Purchaser** ☐ **Licensee**

Printed name of property Owner TUAM REALTY LLC **Signature of property owner** _____

Nature of Application:

Petitioner seeks a Special Permit pursuant to Section 4.4 Table of Uses Regulations, Commercial and Industrial Uses (2) to have a Contractor's office and storage yards in a business zone with a six foot fence.

******Official Use Only **** Applicable section(s) of The Town of West Bridgewater's Zoning By-laws:**

_____

_____

_____

Building Commissioner's Signature: _____ **Date of Denial**

I hereby request a hearing before the Site Plan, Permit, Special Permit Granting Authority with reference to the above noted application or appeal.

Printed name of Applicant TUAM REALTY LLC Applicant's **Signature** _____

Manager

Official Use Only **Received from the applicant, the sum of $** _____ **for the filing fee. Check #** _____

Clerk's Signature _____ **Date:** _____

Abutter notification, engineering review & advertising fees will be Paid by the applicant.

RECEIVED
APR 09 25
WB Board of Assessors
MF
#40
#14052

BOARD OF ASSESSORS
65 North Main Street
West Bridgewater, MA 02379

ABUTTER LIST REQUEST FORM

Please allow ten (10) days for processing – reserving the right for an extension, if needed

Please check one

- ☐ 10'- MFA
- ☒ 300'- Zoning & Conservation
- ☐ 500'- Subdivision
- ☐ Other _____

MAP 41 LOT 024

PARCEL LOCATION (PARCEL ADDRESS) 453 East Center St

OWNER OF RECORD TUAM REALTY LLC

REQUESTING BOARD/AGENCY ZBA

REASON FOR REQUEST special permit request

CONTACT PERSON JAMES M. BURKE TEL # 508 587-8900

SIGNATURE Eileen Flaherty DATE 4/9/25

COST $40.00 – Includes 3 Sets of Mailing Labels
(PLUS $5.00 FOR EACH ADDITIONAL ABUTTING PARCEL REQUESTED)
Due at Time of Request

CERTIFIED LIST OF ABUTTERS

DATE April 11, 2025

This is to certify that at the time of the last assessment for taxation made by the Town of West Bridgewater, the names and addresses of the parties assessed as adjoining owners to the parcel of land shown as above written are attached hereto.

Authorized Signature
Board of Assessors

MP

300 feet Abutters List Report

West Bridgewater, MA
April 10, 2025

Subject Property:

Parcel Number:	41-024	Mailing Address:	TUAM REALTY LLC
CAMA Number:	41-024		453 EAST CENTER STREET
Property Address:	453 EAST CENTER ST		WEST BRIDGEWATER, MA 02379

Abutters:

Parcel Number:	41-020	Mailing Address:	BERTARELLI WILLIAM + PAUL
CAMA Number:	41-020		65 MAGNOLIA AVE
Property Address:	EAST CENTER ST		BROCKTON, MA 02301
Parcel Number:	41-022	Mailing Address:	HEALY STEPHEN M & PIERCE ROY E TTEE
CAMA Number:	41-022		THE PIERCE COMMERCIAL R E TRUST
Property Address:	439 EAST CENTER ST		276 PERKINS HILL RD
			ALEXANDRIA, NH 03222
Parcel Number:	41-023	Mailing Address:	MAGEE RUSSELL + CORAN TRACEY
CAMA Number:	41-023		28 NORTH ST
Property Address:	441 EAST CENTER ST		N BROOKFIELD, MA 01535
Parcel Number:	41-025	Mailing Address:	BERTARELLI WILLIAM + PAUL
CAMA Number:	41-025		65 MAGNOLIA AVE
Property Address:	EAST CENTER ST		BROCKTON, MA 02301
Parcel Number:	41-026	Mailing Address:	SMITH ELAINE F TTEE
CAMA Number:	41-026		SMITH TRUST AGREEMENT
Property Address:	3 GOD`S WAY		3 GOD`S WAY
			W BRIDGEWATER, MA 02379
Parcel Number:	41-027	Mailing Address:	LEPAGE RONALD + CAROLYN
CAMA Number:	41-027		465 EAST CENTER ST
Property Address:	465 EAST CENTER ST		W BRIDGEWATER, MA 02379
Parcel Number:	41-028	Mailing Address:	DEAGUIAR JONATHAN & REBECCA TTEES
CAMA Number:	41-028		DEAGUIAR REVOCABLE TRUST
Property Address:	479 EAST CENTER ST		221 DEPOT STREET
			EASTON, MA 02334
Parcel Number:	41-029	Mailing Address:	ADAMS DONALD A & CHERYL A
CAMA Number:	41-029		481 EAST CENTER ST
Property Address:	481 EAST CENTER ST		W BRIDGEWATER, MA 02379
Parcel Number:	41-033	Mailing Address:	WS & SONS LLC
CAMA Number:	41-033		P O BOX 233
Property Address:	482 EAST CENTER ST		5 GODS WAY
			WEST BRIDGEWATER, MA 02379

MR

300 feet Abutters List Report

West Bridgewater, MA
April 10, 2025

Parcel Number:	41-034	Mailing Address:	KING JAMES E & SUSAN M
CAMA Number:	41-034		36 THAYER AVENUE
Property Address:	450 EAST CENTER ST		W BRIDGEWATER, MA 02379
Parcel Number:	41-035	Mailing Address:	WOOD STEPHEN P TTEE
CAMA Number:	41-035		438 EAST CENTER STREET REALTY TR
Property Address:	438 EAST CENTER ST		426 EAST CENTER STREET
			WEST BRIDGEWATER, MA 02379
Parcel Number:	41-036	Mailing Address:	WOOD STEPHEN P TTEE
CAMA Number:	41-036		WESTDALE REALTY TRUST
Property Address:	426 EAST CENTER ST		426 EAST CENTER ST
			W BRIDGEWATER, MA 02379
Parcel Number:	41-037	Mailing Address:	HRENKO MATTHEW E & CHRISTINE M
CAMA Number:	41-037		ECS REALTY TRUST
Property Address:	EAST CENTER ST		7 ROMNEY ROAD
			BRIDGEWATER, MA 02324
Parcel Number:	41-038	Mailing Address:	HRENKO MATTHEW E & CHRISTINE M
CAMA Number:	41-038		ECS REALTY TRUST
Property Address:	436 EAST CENTER ST		7 ROMNEY ROAD
			BRIDGEWATER, MA 02324
Parcel Number:	41-046	Mailing Address:	SMITH WADE A & STEPHANIE TR
CAMA Number:	41-046		SMITH FAMILY NOM TRUST
Property Address:	5 GOD`S WAY		P O BOX 233
			W BRIDGEWATER, MA 02379

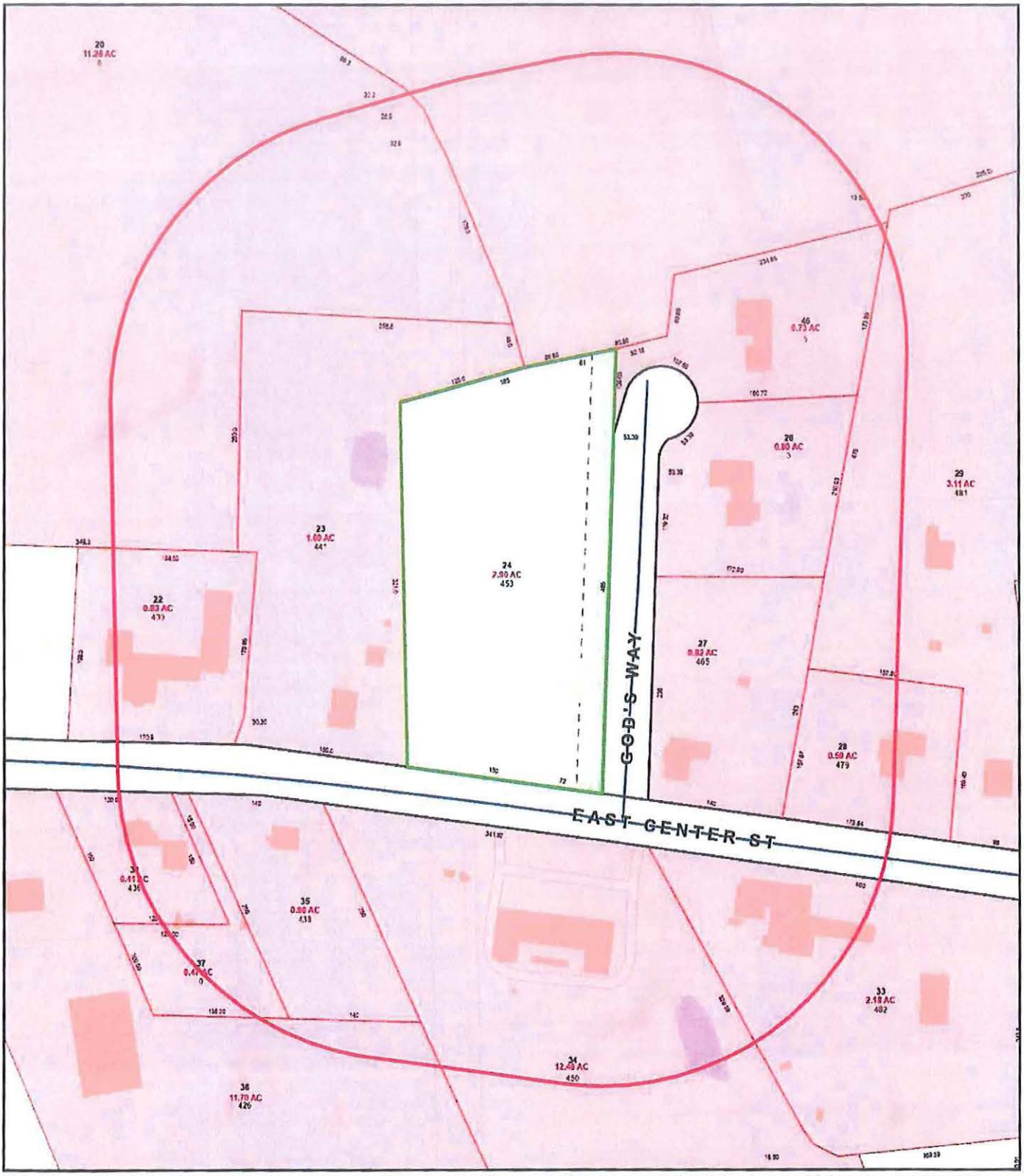
West Bridgewater, MA

1 inch = 140 Feet

0 140 280 420

April 10, 2025

CAI Technologies
Precision Mapping Geospatial Solutions
www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

ADAMS DONALD A & CHERYL A
481 EAST CENTER ST
W BRIDGEWATER, MA 02379

BERTARELLI WILLIAM + PAUL
65 MAGNOLIA AVE
BROCKTON, MA 02301

DEAGUIAR JONATHAN & REBEC
DEAGUIAR REVOCABLE TRUST
221 DEPOT STREET
EASTON, MA 02334

HEALY STEPHEN M & PIERCE
THE PIERCE COMMERCIAL R E
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ALEXANDRIA, NH 03222

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MAGEE RUSSELL + CORAN TRA
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N BROOKFIELD, MA 01535

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P O BOX 233
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WESTDALE REALTY TRUST
426 EAST CENTER ST
W BRIDGEWATER, MA 02379

WOOD STEPHEN P TTEE
438 EAST CENTER STREET RE
426 EAST CENTER STREET
WEST BRIDGEWATER, MA 02379

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P O BOX 233
5 GODS WAY
WEST BRIDGEWATER, MA 02379

TUAM REALTY LLC
BRIEF IN SUPPORT OF A SPECIAL PERMIT
FOR A CONTRACTOR YARD
453 EAST CENTER STREET
WEST BRIDGEWATER ZONING BOARD of APPEALS

The Petitioner TUAM Realty LLC is Massachusetts Limited Liability Company with a usual place of business at 220 Curve Street, Bridgewater, MA 02324 (hereinafter TUAM), who seeks a Special Permit to be allowed to construct and operate a Contractor's Storage Yard as defined in Section 2 of the West Bridgewater Zoning Bylaws, and authorized in a Business Zone by Section 4.4 Table of Use Regulations, Commercial and Industrial Uses (2).

By history the property at 453 East Center Street is a pre-existing non-conforming use that includes a residential multi-family home and business on 126,324 sq. ft. of land that was constructed in approximately 1920, all as more fully identified on the plan of J.K. Holmgren Engineering, LLC entitled "Assessor's Map: 41 Plot 24, 453 E. Center Street, West Bridgewater, Massachusetts, John Meehan, Building Permit Plot Plan" dated 3/12/2025. The property contained the residence and a business operation that existed prior to the enactment of the West Bridgewater Zoning Bylaw. Both the residential and business use have continued uninterrupted to the present date.

The Applicant's principal, John Meehan is a licensed contractor in the Commonwealth of Massachusetts, who has been utilizing the site for various construction related activities since acquiring the property in 1990. In conversations with the present and prior Building Inspectors he was advised to screen the property and remove storage items from the property to which he complied. He now seeks a Special Permit to authorize his continuing use of the property since 1990 under the supervision of the Building Department.

The requested Special Permit will also encompass a proposed building addition as shown on the Holmgren plan for offices, storage and repair bays. The property is fully screened by a six (6) foot fence that was previously installed at the direction of the Building Department. The Bylaw requires an eight (8) foot fence and the Applicant is requesting relief from that Section of the Bylaw to allow for the existing six (6) foot fence go stay in place.

If authorized by the Zoning Board, the Applicant will continue to utilize sections of the rear storage area for materials, trailers, containers, and vehicles and equipment storage. The Applicant seeks approval of the Special Permit Plan as required by the Bylaw.

REQUEST TO ISSUE A SPECIAL PERMIT

The proposed Special Permitted use as a Contractor's Yard is a practical extension of a mixed use that has continued since 1990 under the supervision of the Building Department. The parcel is well-screened and will have no impact on surrounding properties. The use fulfills a demand within the Town for contractors and small business owners.

Special Permits authorized in Section 7.5 of the Bylaw "Considerations for the Board to determine pursuant to 7.5.3.1 include:

a) Whether the site is appropriate for the use. Here there will be no possible neighborhood impact based on the location, isolation, and lack of smell, noise, and minimal amount of traffic.

b) The Use will not adversely affect the neighborhood. The use has continued uninterrupted since 1990 without adverse impacts on the surrounding neighborhood.

c) There will be no nuisance or hazard to vehicles or pedestrians. Due to the nature of the use there is minimal traffic from the site's use on a daily basis. East Center Street is a mature access road in West Bridgewater and the site will have a de minimis impact on traffic.

d) Adequate and appropriate facilities will provide for the proper operation of the use. Here no facilities from West Bridgewater are required.

e) Access to the site over streets are appropriate for the type of vehicle involved. East Center Street is a mature access road in West Bridgewater and the site will have a de minimis impact on traffic.

The proposed utilization is not in a Water Resource Protection District.

WHEREFORE the Applicant in the Alternative requests that the Zoning Board grant a Special Permit to have a contractor's yard with storage in a Business Zone.

In conclusion the Applicant requests that the Zoning Board overturn the Building Inspector's notice of violation and determine that the uses currently operating at 453 East Center Street are authorized uses under the West Bridgewater Zoning Bylaw.

In the alternative the Applicant requests that the Zoning Board grant a Special Permit to allow a contractor's yard with storage at the 453 East Center Street facility.

RESPECTFULLY SUBMITTED
TUAM REALTY, LLC
BY ITS ATTORNEY

JAMES M. BURKE, Esq.
BBO# 065040
48 North Pearl Street
Brockton, MA 02301
508-587-8900

Town of West Bridgewater

2025 MAY 12 AM 10:36
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

Members of the Zoning Board of Appeals,

RE: Special Permit/Site Plan Review May 7, 2025

453 East Center Street
West Bridgewater, MA 02379

Map 41 Parcel 024
Zoning District – Business
Water Protection District – NO

An application for a Special Permit/Site Plan Review has been submitted to the Building Department for a Contractor's Storage yard at 453 East Center Street.

The Town of West Bridgewater Bylaw 4.4 Table of Use Regulations states that in the Business Zoning District a Contractor's Storage Yard requires a Special Permit/Site Plan Review from the Zoning Board of Appeals. Additionally, the applicant is seeking relief from the 8' fence requirement to a 6' fence that currently exists on the property as part of the Special Permit, if granted, for the Contractor's Storage Yard.

Currently, to the best of my knowledge, the property is a pre-existing non-conforming mixed use parcel. A portion of the property is being used as a residential Two-Family home. A second structure is being used as a commercial retail business and the rear portion of the property is being used as a contractor's storage yard. There are portions of the property being rented or leased both inside of the commercial structure as well as in the rear of the property for outside storage of some sort.

Since March 31, 2025, I have not formally visited the site to review or inspect any of these spaces, uses or structures and I have no record of any previous approvals for this property to be used as it is being used currently, Contractor's Storage Yard.

The site plan provided does not designate any snow storage areas, dumpster pad/area, lighting and it shows a parking area but does not show any formal parking spaces. The Town's Bylaw does have a

section that regulates specific parking space requirements and it is my opinion that this site should be subject to those regulations if the board chooses to grant the requested Special Permits and Site Plan Approval.

Section 6.3.1(A) states that for Residential Uses there shall be 2 parking spaces per dwelling unit plus 1 space for every bedroom over 2.

Section 6.3.1(B & C) states that for Retail business, Commercial or personal service, Office, professional, business or public there shall be 1 parking space for every 200 square feet of floor area.

Additionally, this applicant is proposing an addition to one of the existing structures on site. The proposed addition will be on the rear of the commercial masonry building on the east side of the property. The addition will add approximately 2,016 square feet to the existing structure. Architectural plans for the proposed addition have not been provided but the applicant states that the addition will be used for offices, storage and repairs bays. The addition sits within all of the required zoning setbacks on the property.

The applicant will be subject to all applicable Local, State and Federal Building Code and applicable supplemental codes such as Electrical, Plumbing/Gas, Health and Sanitation Code as well as the Town's Storm Water Bylaw regulations.

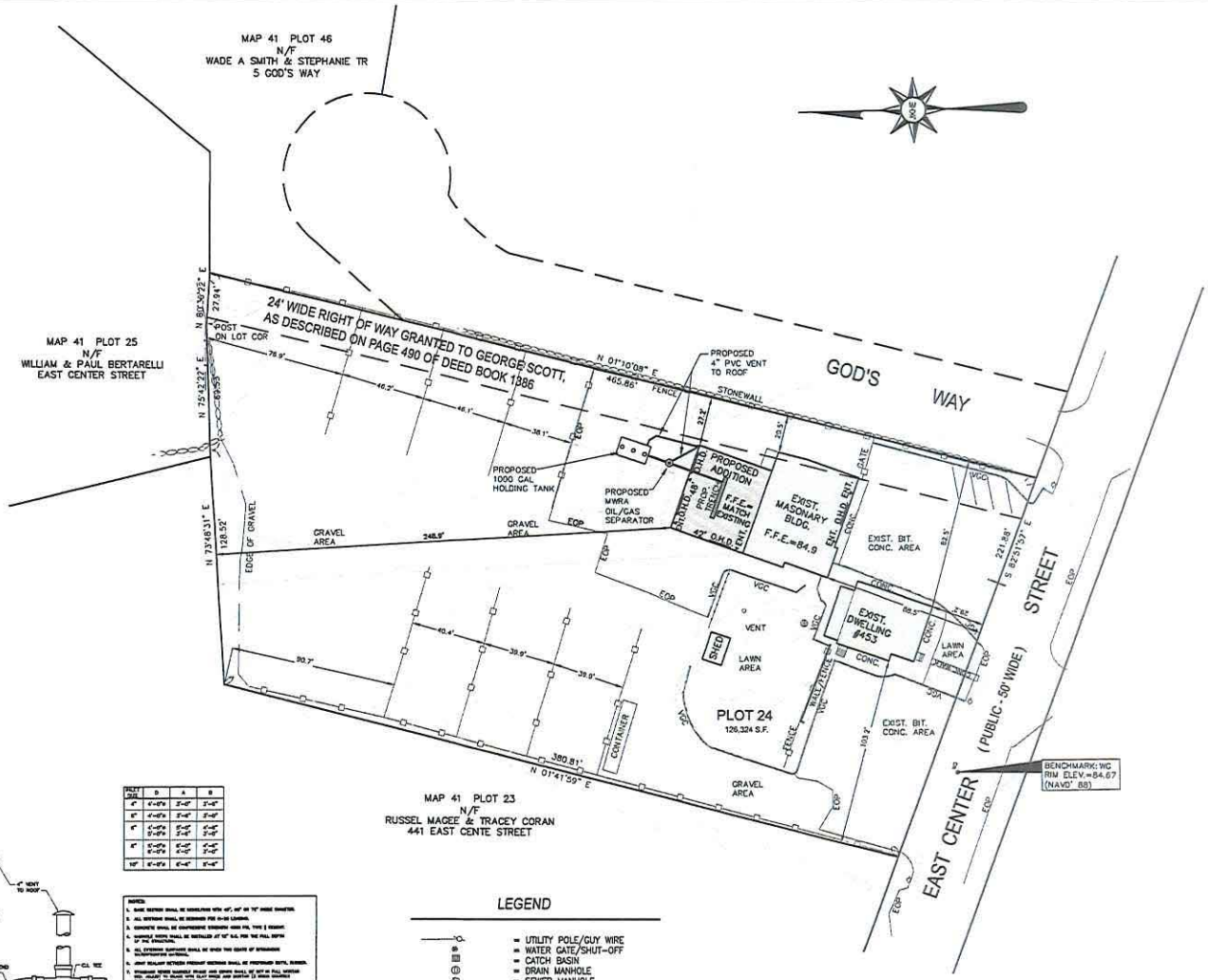
Please feel free to contact me with any further questions.

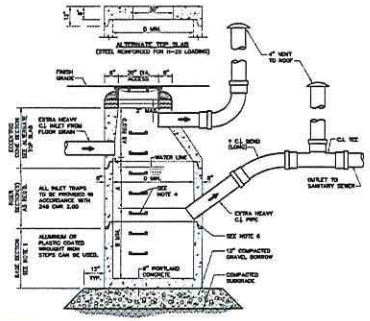
Thank you,

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



LOCUS MAP (NOT TO SCALE)





M.W.R.A. OIL AND GAS SEPARATOR DETAIL N.T.S.

PLOT DIA.	D	A	B
4"	4'-0"±	2'-0"	2'-6"
6"	4'-0"±	2'-0"	2'-6"
8"	4'-0"± 5'-0"±	2'-0" 2'-6"	2'-6" 3'-0"
10"	5'-0"± 6'-0"±	2'-6" 3'-0"	3'-0" 3'-6"

NOTES:
1. BASE SECTION SHALL BE MONOLITHIC WITH 48", 60" OR 72" RISER DIAMETER.
2. ALL SECTIONS SHALL BE DESIGNED FOR H-20 LOADING.
3. CONCRETE SHALL BE COMPRESSIVE STRENGTH 4000 PSI, TYPE I CEMENT.
4. MANHOLE STEPS SHALL BE INSTALLED AT 16" O.C. FOR THE FULL DEPTH OF THE STRUCTURE.
5. ALL EXTERNAL SURFACES SHALL BE GIVEN TWO COATS OF BITUMINOUS DAMPPROOFING MATERIAL.
6. JOINT SEALANT BETWEEN PRECAST SECTIONS SHALL BE PREFORMED BUTYL RUBBER.
7. STRUCTURES NEEDED HARDSHELL PICKED AND GRADE SHALL BE SET IN FULL MORTAR BED, ADJACENT TO GRADE RING FLAT SHALL AND BOTTOM (2 GRADE COURSES TYPICALLY) A GRADE COURSES MAXIMUM.
8. CONSTRUCTION TO BE LOCATED REMOVED OF BUILDING WHERE POSSIBLE, CORNER TO MAKE A CENTER HOLE.
9. A TRAP GRADE SHALL NOT BE USED IF STRUCTURE IS LOCATED INSIDE OF BUILDING.
10. THE CONSTRUCTION SHALL BE SO LOCATED AND CONSTRUCTED THAT SURFACE WATER SHALL NOT ENTER.
11. INLET PIPE SHALL BE AT LEAST FOUR INCHES ABOVE BOTTOM WATER LINE.
12. WHERE NECESSARY TO PROVIDE ON STRAIGHT DIRECTIONAL, OFFSET SHALL BE AT LEAST THREE FEET BELOW THE BOTTOM.
13. THE GATE MANHOLE SHALL BE FILLED WITH CLEAN WATER BEFORE SEWAL AND AFTER ALONG BOTTOM FOR PROPER CLEANING.
14. ALL OIL AND GASOLINE SHALL BE SEPARATED BEFORE DISCHARGE BUT THE BASIN, AND SHALL NOT BE DISCHARGED INTO THE SEWER THROUGH OTHER PATENTED.
15. DETERMINATIONS FOR DIMENSIONS SPECIAL, SHALL BE ADDITIONAL, SHALL BE APPROVED BY THE LOCAL AUTHORITIES, AND THE AUTHORITIES OF THE BOARD.
16. BOTH SEATS SHALL BE CONSIDERED INDEPENDENTLY 24" ABOVE TOP SHOT, OR AS APPROVED BY THE LOCAL AUTHORITIES, AND THE AUTHORITIES OF THE BOARD.

LEGEND

- = UTILITY POLE/GUY WIRE
- = WATER GATE/SHUT-OFF
- = CATCH BASIN
- = DRAIN MANHOLE
- = SEWER MANHOLE
- = HYDRANT
- = TRANSFORMER
- = ELECTRIC BOX
- = CHAIN LINK FENCE
- = GAS GATE
- = CONTOURS
- = SPOT GRADE
- = LIGHT POLE
- = WETLAND FLAG
- = TREES , BUSHES
- OHW = OVERHEAD ELECTRIC
- U/C = UNDERGROUND ELECTRIC
- S = SEWER LINE
- W = WATER LINE
- G = GAS LINE
- = TEST PIT

ZONING TABLE			
ZONE: B (BUSINESS)			
	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	16,750 S.F.	126,324 S.F.	126,324 S.F.
FRONTAGE	125'	221.88'	221.88'
FRONT SETBACK	35'	88.5'	88.5'
SIDE SETBACK	20'	20.5'	27.2'
REAR SETBACK	35'	287.8'	248.9'

GENERAL NOTES :

ASSESSORS MAP : 41 PLOT : 24

LOCUS DEED REFERENCE : BOOK 45895, PAGE 198

ZONING : BUSINESS-B
FRONT SETBACK: 35'
SIDE SETBACK: 20'
REAR SETBACK: 35'

APPLICANT:
JOHN MEEHAN
453 EAST CENTER STREET
W. BRIDGEWATER, MA 02379

OWNER :
JUAN REALTY LLC
453 EAST CENTER STREET
W. BRIDGEWATER, MA 02379

THE PROJECT SITE IS NOT LOCATED WITHIN AN AREA MAPPED AS PRIORITY HABITAT & ESTIMATED HABITAT FOR RARE SPECIES ACCORDING TO THE MASSACHUSETTS NATURAL HERITAGE & ENDANGERED SPECIES PROGRAM.

THE PROJECT SITE IS NOT LOCATED WITHIN A ZONE II WELLHEAD PROTECTION ZONE.

THE PROJECT SITE IS LOCATED OUTSIDE OF ANY FLOOD ZONES (ZONE X) AS PER FEMA – FIRM MAP COMMUNITY PANEL 25023C0188J, DATED 7/17/2012.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE THE START OF ANY WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE THE UTILITIES EXACTLY. THE CONTRACTOR SHALL PRESERVE ALL UNDERGROUND UTILITIES. THE CONTRACTOR MUST CALL "DIG SAFE" (AT 1-888-DIG-SAFE) AND THE TOWN OF WEST BRIDGEWATER UTILITY DIVISION AT LEAST 72 HOURS TO MARK APPROPRIATE UTILITIES BEFORE THE START OF CONSTRUCTION.

811 DigSafe

Assessors Map: 41 Plot: 24
453 E. Center Street, West Bridgewater, Massachusetts

PREPARED FOR
JOHN MEEHAN

TITLE
BUILDING PERMIT PLOT PLAN

J.K. HOLMGREN ENGINEERING, LLC
Registered Professional Engineers and Land Surveyors
1024 Pearl Street ,Brockton, MA. 02301
Phone - (508) 583-2595
Email : sfaria@jkholmgren.com

J.K. Holmgren Engineering

30 0 30 60
SCALE IN FEET

SCALE: 1" = 30'
DATE: 03/12/2025

NO.	BY	DATE	REMARKS

C-1
DRAWING NUMBER

H:\2024\2024-111\SURVEY\2024-111EC0.DWG
2024-111

FF.130.40.00



MEMORIAL DAY COMMEMORATIVE SERVICE
MONDAY, MAY 26, 2025
10:00 AM
WAR MEMORIAL PARK

1. INVOCATION:	PASTOR JOHN RICCIO NEW ENGLAND BAPTIST CHURCH
2. WELCOME:	JASON ROSS, MASTER OF CEREMONIES
3. ADDRESS:	MICHAEL A. PEREZ, SELECTMEN
4. REMARKS:	DIGNITARIES
5. FLAG RAISING:	W. BRIDGEWATER BOY SCOUTS W. BRIDGEWATER CUB SCOUTS
6. PLEDGE OF ALLEGIANCE:	W. BRIDGEWATER GIRL SCOUTS
7. STAR SPANGLED BANNER:	STEPHANIE STANTON
8. READING OF HONOR ROLL:	BRIDGET MURPHY, STUDENT REPRESENTATIVE
9. TAPS:	CALEB WATSON, W. BRIDGEWATER HIGH SCHOOL STUDENT
10. WREATH LAYING:	MARCIE M. LEE, SELECTMEN
11. BENEDICTION:	PASTOR JOHN RICCIO NEW ENGLAND BAPTIST CHURCH

Coordinated by Memorial and Veterans Day/Veterans Legacy Committee:
Peter McPhail, Patrick Galligan, Anne Iannitelli, Michael Perez, Deborah Cauley, Walter Thayer, Gerard Gill, Bridget Murphy and Paul Everett

AGREEMENT

This Agreement made and entered into this 1st day of July 2025, by and between the Town of West Bridgewater, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having its principal place of business at 65 North Main Street, West Bridgewater, Massachusetts, hereinafter referred to as the "Town", and Christopher Trudel of West Bridgewater, MA 02379 herein after referred to as "Trudel".

Scope of Work: Trudel shall provide said services as the ADA Coordinator for the Town at 65 North Main Street, West Bridgewater, MA as outlined below.

1.) Serves as primary point of contact for the public regarding concerns and inquiries on ADA issues. Prioritizes public inquiries, complaints and accommodation requests. Ensures appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries from the public regarding disability and accommodation requests.
2.) Develops and maintains productive working relationships with Town staff, and community stakeholders such as organizations representing individuals with disabilities. Participates in community outreach and attending meetings of organizations representing people with disabilities.
3.) Serves as primary liaison with relevant state and federal agencies, as well as ADA coordinators of other municipalities and institutions.
4.) Attend all ADA Meetings and provides professional guidance to the ADA Committee.

Contract Price: Trudel shall provide said services as the ADA Coordinator and be compensated a stipend of $3,000/yr. This amount is to be prorated on a monthly basis. This covers the cost of using a personal vehicle/mileage and any other related expenses.

Termination: Parties agree that any changes and or termination of the terms of this such agreement shall require 30 days' written notice. Said Agreement will expire on June 30, 2026.

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

BY:

Christopher Trudel

Town of West Bridgewater
David L. Gagne
Town Administrator

Board of Selectmen

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

TOWN OF WEST BRIDGEWATER
VETERANS SERVICES OFFICER
JOB DESCRIPTION

Position:	Veterans Services Officer
Department:	Veterans Department
Appointing Authority:	Board of Selectmen
Reports to:	Board of Selectmen
Salary:	$9,271 Annual Stipend
Hours a week:	14 hours per week
Affiliation:	Non-Union
Benefits:	Competitive benefits package including paid vacation time, paid sick time.
Applications Due:	Applications should be submitted to Linda Torres, Assistant Town Administrator/HR Director either by email to ltorres@westbridgewater.gov, or by mail to 65 North Main Street, West Bridgewater, MA 02379. Applications will be accepted until position is filled.

Qualifications and Experience:

Education:

- Minimum of High School Diploma or GED required, Associate Degree preferred, and three (3) years prior office experience or any equivalent combination of education and experience. Successful completion of Massachusetts Department of Veteran's Services annual training and certification exam within six months of appointment and annually every three (3) years thereafter in accordance with MGL ch.115, Section 3B(b).
- Must complete Veterans Administration accreditation guidelines within one (1) year of appointment as specified under 38 CFR 14.629
- Valid drivers license and reliable transportation.

Experience:

- Must be an honorably discharged U.S. Veteran, as defined by M.G.L. Ch. 4, Sec. 7, 43rd as Amended by the Acts of 2004.
- Experience using computer-based software programs, such as Microsoft Office, social media platforms, and email.
- Knowledge of current federal and state legislation relating to benefits for military service

veterans and their dependents; knowledge of programs and activities of other agencies rendering services to veterans.
- Ability to tactfully conduct interviews of a personal nature with veterans and their families as a means of obtaining accurate and complete information.
- Capacity to establish and maintain satisfactory relationships with veterans, veteran groups, government agencies, and other Town departments.

Duties/Responsibilities:

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

- Furnishes information, advice and assistance to veterans and their dependents to enable them to obtain the benefits to which they are or may be entitled to, such as employment assistance, vocational training, educational opportunities, hospitalization, medical care, burial, and other veteran's benefits.
- Investigates and conducts interviews with veterans and their dependents to obtain a comprehensive case history to determine eligibility for benefits.
- Advises veterans, veteran's survivors and their dependents of their rights under military service benefits acts and other relevant legislation.
- Assists veterans and their dependents with the preparation and follow-up of applications/claims for State and Federal benefits.
- Acts as burial agent and/or graves registration officer for securing burial allowance and grave markers; ensures that all veteran's graves and memorials are maintained properly.
- Distributes copies of current booklets and other printed materials pertaining to statutory rights of veterans provided under Local, State, and Federal laws.
- Attends seminars and training programs to maintain proficiency and to keep abreast with changes in legislation and to maintain all legally required certifications for the position.
- Develops and maintains close working relationships with other Veteran Service Officers in the Commonwealth.
- Undertakes active outreach and public relations initiatives to disseminate general information regarding veterans benefits by means of social media, radio, newsflashes, website, and speaking engagements before interested groups and service organizations.
- Coordinates programs, activities and services with other Town departments, including Council on Aging.
- Prepares and manages the Veteran Services Department operating budget.
- Submits accounts payable and weekly timesheets for all hours worked.
- Must be a member of the Memorial and Veterans Day/Legacy Committee.
- Must attend all Veterans Service Events.
- Performs other duties as assigned.

Job Environment:

Most work will be performed under typical office conditions with minimal exposure to risk or injury, requiring little physical exertion beyond the lifting or normal office equipment and books, files and paper. Work requires use of word processing and computer equipment for most of normal workday.

Must be able to operate computer equipment and standard office equipment such as copiers, calculators, fax machines.

Attention to detail is a requisite because errors in job performance could result in delay and confusion, have monetary and/or legal repercussions and cause adverse public relations.

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

Physical Requirements:

Minimal physical effort required when performing functions under typical office conditions. Moderate to strenuous physical effort required for filing, etc. Frequently required to stoop, bend and reach. Physical agility required to access all areas of Town Hall. May spend several hours walking, standing or sitting.

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

Office of the Town Administrator

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

TO: Scott Golder
Kathy Reed, Town Accountant

FROM: David Gagne, Town Administrator DG

DATE: June 3, 2025

RE: Non-Union Non-Contract Employee Compensation Rate for FY 26

Please be advised that the Board of Selectmen have approved the following compensation rates for the following employees beginning July 1, 2025:

Sealer of Weights and Measurers- David Moore	$ 6,199	Annual
Inspector of Wires-David Bentley	$ 19,774	Annual
Inspector of Gas & Plumbing-John Cruz	$ 19,774	Annual
Veterans' Agent –Walter Thayer	$ 9,271	Annual
Secretary, ZBA-Linda Simpson	$ 20.12	Hourly
Secretary, Planning Board-Donna Cotter	$ 23,843	Annual
It Director-Ed Sarro	$ 15,370	Annual

These are non-union contractual employees and funding for these positions have been appropriated at Town Meeting.

cc: Linda, Torres, Assistant Town Administrator
Nick Iafrate, Building Commissioner