



Board of Selectmen

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

Open Session Agenda Wednesday, February 17, 2016 7:00 p.m. Board of Selectmen's Meeting Room

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.

Appointments

- 7:00 p.m. Swear-in New Firefighter/Paramedic Kevin Foster
Swear -in New Lieutenant Lincoln Thibeault
- 7:15 p.m. John Duggan – Short-Term Borrowing for the Middle Senior High School

Budgets

- 7:15 p.m. 1450 Treasurer/Collector
7100 Debt-Principal
7510 Debt-Interest
7520 Short Term Interest
- 7:30 p.m. 4500 Water Department
- 7:45 p.m. 1710 Conservation Commission
1715 Open Space Committee
- 8:00 p.m. 1950 Wastewater Treatment Facilities
5110 Board of Health
- 8:15 p.m. 1720 Agricultural Commission
- 8:15 p.m. 5260 Women's' Place Crisis Center (KELLY DWYER)
- 8:15 p.m. 5270 BAARC
- 8:30 p.m. 5280 Old Colony Hospice Care (LINDA WERMAN)
6600 Plymouth County Ext Services

1.) Warrants/Board of Selectmen Business:

Review Motions for Special Town Meeting.

Approve minutes of January 20, 2016

Accept for review minutes of February 3, 2016

Approve cost for Town Report

Approve cost for Finance Committee Handbook

Appoint Cable Station Manager

Call for Civil Service Police Chief List

March BOS Meeting Schedule

2.) Communication 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:

Approve Employee Evaluation Forms.

Surrounding Community Agreement – Brockton Casino

Review Town Hall Parking Policy

Eagle Advertising Agreement – Mitigation Proposal ?

Next Step Living MOU

Adjourn – Open Session Will Not Reconvene

		ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-	
		(prior 2)	(Prior 1)	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS
DEPARTMENT/description		FY 2014	FY 2015	FY 2016	12/15/15	FY 17			
	TREASURER/COLLECTOR 1450								
5111	Appointed Official	90,153.1	93,760	97510	43,917	97,510	0	0.00%	
5112	Fiscal Clerk	50,059.8	50,060	53058	23,897	55,224	2,166	4.08%	Step Increase
5118	Assistant Treasurer/Collector	50,059.8	50,060	53058	23,897	54,171	1,113	2.10%	
5119	Delinquent Tax Collector	42,587.4	42,587	45135	20,414	47,418	2,283	5.06%	Step Increase
5121	Part-Time Benefits Coordinator	4,500.0	6,200	6200	-	6,200	0	0.00%	
5130	Overtime	1,350.2	1,675	2000	955	2,000	0	0.00%	
5140	Longevity	2,650.0	3,000	3000	2,200	3,450	450	15.00%	Contractual
5190	Allowances and Stipends	2,400.0	2,400	2400	1,200	2,400	0	0.00%	
5191	Career Incentive for Certification	1,000.0	1,000	1000	1,000	1,000	0	0.00%	
5192	Tuition Reimbursement	-	50	1750	60	1,750	0	0.00%	Per Clerical Contract
5241	Equipment Maintenance (Postal Meter)	3,371.0	2,538	3000	860	3,000	0	0.00%	
5303	Data Processing Serv.	13,900.8	15,390	14000	8,044	15,500	1,500	10.71%	New ACA reporting requirements
5305	Tax Title Taking Services/DOR directive	4,195.2	3,759	4000	389	4,000	0	0.00%	
5321	Borrowing Costs	1,583.0	1,554	2000	49	2,000	0	0.00%	
5342	Printing & Stationery	3,271.9	3,506	3250	880	3,250	0	0.00%	
5344	Banking/Lockbox Service	2,120.1	2,901	2500	729	2,750	250	10.00%	Increase volume in cc transactions
5345	Postage	11,529.3	11,300	11500	1,837	11,500	0	0.00%	
5420	Office Supplies	1,020.0	1,123	1000	110	1,000	0	0.00%	
5730	Dues & Meetings	465.0	505	500	595	500	0	0.00%	
5731	Annual School	-	511	1000	900	1,000	0	0.00%	
5741	Bonding	665.0	665	700	-	700	0	0.00%	
5865	Hardware/Software	1,250.0	804	1250	-	1,250	0	0.00%	KVS
	Treas./Coll. 1450	288,131	295,348	309,811.0	181,933	317,573	7,762	2.51%	

11-Feb-16									

	ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-		
	(Prior 2)	(Prior 1)	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS	
DEPARTMENT/description	FY 2014	FY 2015)	FY 2016	12/17/15	FY 17				
RETIREMENT OF DEBT 7100									
901 Principle - MDSR School		800,000	800,000	-	900,000	100,000	12.5%		
910 Principal-School	143,000	124,000	119,000	74,000	152,000	33,000	27.7%		
911 Principal-Gen. Govt.	454,000	360,000	360,000	331,000	356,000	(4,000)	-1.1%		
913 Ambulance/WPAT Wastewater study	5,735	6,737	6,771	6,771	6,805	34	0.5%		
915 Title V	51,608	51,608	70,560	27,044	70,560	0	0.0%		
922 BANS	333,174	350,583	297,830	297,830	176,241	(121,589)	-40.8%		
CPA Loan									
Debt-Principal 7100	967,517	1,692,928	1,654,161	736,645	1,661,806	7,445	0.5%		

					11-Feb-16			
					*****	*****		
	ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-	
	(Prior 2)	(Prior 1	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS
EPARTMENT/description	FY 2014	FY 2015)	FY 2016	12/17/15	FY 17			
INTEREST ON LONG TERM DEBT 7510								
902 Interest-MDSR School	-	1,010,750	978,750	489,375	946,750	(32,000)	-3.3%	
915 Interest-School	36,182	30,657	25,540	13,510	23,947	(1,593)	-6.2%	
916 Interest-Gen Govt.	204,681	187,793	173,662	90,141	159,196	(14,466)	-8.3%	
917 WPAT Wastewater Study	1,850	1,625	1,383	631	1,148	(235)	-17.0%	
914 Ambulance								
918 Pay Down Short Term Debt	60,886	8,116	10,000	4,497	8,500	(1,500)	-15.0%	
Debt-Interest 7510	303,599	1,238,941	1,189,335	598,154	1,139,541	(49,794)	-4.2%	

						11-Feb-16					
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		(Prior 2)	(Prior 1	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS		
DEPARTMENT/description		FY 2014	FY 2015)	FY 2016	12/17/15	FY 17					
INTEREST ON SHORT TERM DEBT 7520											
925	Interest - BANS	824	4,612	15,000	99	50,000	35,000	233.3%	Interest on Abatements and balance of MSHS		
	Shrt Trm Int 7520	824	4,612	15,000	99	50,000	35,000	233.3%			

17-Feb-16									

	ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-		
	(Prior 2)	(Prior 1)	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS	
DEPARTMENT/description	FY 2014	FY 2015)	FY 2016	12/17/15	FY 17				
WATER 4500									
5110 Elected Officials-Salary	7,295	7,045	4,295	2,147	7,295	3,000	69.8%		
5111 Apptd Officials-Salary	99,000	92,046	83,000	36,169	83,430	430	0.6%	Contract	
5112 Clerical Salaries	36,846	50,126	75,000	8,434	44,508	(30,492)	-40.7%	Contract	
5113 Labor	183,928	176,191	210,208	66,703	213,901	3,695	1.6%	Contract	
5118 Office Manager	72,212	72,212	12,122	28,119	61,621	49,499	408.3%	Contract	
5120 Temporary Salaries	-	7,743	6,000	-	6,000	0	0.0%		
5130 Overtime	29,627	32,717	31,869	25,223	33,717	1,848	5.8%		
5140 Longevity	15,606	16,171	1,625	-	1,010	(615)	-37.8%	Contract	
5170 Retirement Contribution	53,724	63,895	70,405	70,405	155,756	85,351	121.2%	From Town Hall	
5171 Workers' Compensation	7,128	6,747	8,268	6,650	8,681	413	5.0%	From Town Hall	
5174 Town Share-BC/BS,HMO,Medex	100,802	91,368	117,600	-	-	-	-	From Town Hall	
5175 Life Insurance	369	352	470	-	470	0	0.0%	From Town Hall	
5176 Town Share-Medicare/FICA	4,696	5,509	6,116	-	6,116	0	0.0%	From Town Hall	
5190 Allowances & Stipends	36,595	41,157	38,000	17,252	41,210	3,210	8.4%	Contract	
5193 Sick/Vacation Buy Back	-	69,055	35,000	41,100	0	(35,000)	-100.0%	Contract	
5210 Heating (Fuel)	20,470	20,080	20,000	3,628	20,500	500	2.5%		
5211 Electricity	72,209	67,935	70,000	31,624	70,000	0	0.0%		
5230 Water	3,631	4,383	6,000	1,764	6,000	0	0.0%		
5240 Property Maintenance	15,815	20,770	22,000	11,763	22,000	0	0.0%		
5242 Vehicle Repairs/Maint	8,247	5,313	3,500	2,219	4,000	500	14.3%	Have always over spent	
5243 Equip Repairs/Maint	24,855	54,912	24,000	5,257	24,000	0	0.0%	This should be higher	
5248 Road Repairs	12,986	11,727	13,000	6,351	13,000	0	0.0%		
5249 Preventive Maintenance	3,694	2,029	32,140	5,758	32,140	0	0.0%		
5250 Watershed Maintenance	-	-	2,000	-	2,000	0	0.0%		
5255 Hydrant Repairs	2,979	315	2,500	-	2,500	0	0.0%		
5270 Equipment Hire	137	188	100	-	100	0	0.0%		
5271 Leasing Equipment	1,380	714	2,500	-	2,500	0	0.0%		
5300 Engineering Services	520	3,146	2,000	-	2,000	0	0.0%		
5301 GIS Engineering & Supplies	8,090	6,315	10,000	700	10,000	0	0.0%		
5303 Data Processing Service	7,241	5,386	8,500	7,660	8,500	0	0.0%		
5308 Legal Services	1,027	2,368	5,000	32	5,000	0	0.0%		
5309 Network Tech. Consultants -- HUB	3,245	3,658	3,937	-	4,171	234	5.9%	From Ed Sarro	
5315 Laboratory Services	5,854	6,105	7,000	7,691	11,000	4,000	57.1%	MassDEP Requiring More testing	
5320 Medical Services	-	-	200	-	200	0	0.0%	DOT Physicals	
5321 Borrowing Costs	310	1,795	2,500	-	2,500	0	0.0%	For New Borrowing	
5326 Internet Connection	326	335	1,503	-	1,657	154	10.2%	From Ed Sarro	

[illegible]

WEST BRIDGEWATER CONSERVATION COMMISSION

65 NORTH MAIN STREET, WEST BRIDGEWATER, MA 02379
508-894-4073 FAX 508-894-1210

MEMORANDUM

To: David L. Gagne
From: West Bridgewater Conservation Commission
Re: Proposed Conservation Commission FY17 Budget
Date: 1-29-2016

The attached Proposed FY17 budget is based on a 2.5% salary increase established for my second year of my 3 year contract (line item 5111). The contract specifies that 22.5 hours per week is to be paid out of the General Town Budget (GTB) and 2.5 hours per week is be paid out of the Wetlands Protection Account (WPA). In addition, the Proposed FY17 budget shows an additional 7 hours per week for me to coordinate the EPA's MS4 Stormwater Program Permit for West Bridgewater. The additional 7 hours per week for MS4 coordination is needed to bring West Bridgewater's EPA MS4 Permit into compliance and to maintain it in compliance for the future. Therefore, the hours per week coming from the GTB is to be 29.5 hours and 2.5 hours a week would still be coming from the WPA.

The other change in the proposed budget from the last fiscal year's budget lies in the 2.5% salary increase established for the union contract for Kitty Doherty's position (line item 5112). She works 18 hours per week.

Except for the 2.5% raises for the payroll of the Commission's staff and the added hours for the MS4 work, the other line items are level funded from the FY16 budget. I would like to note that I am not asking for stipends for my specialty wetland clothing, waterproof footwear, my digital camera and use of my personal cell phone. I am satisfied that the line item for my salary properly compensates me for these items.

MACC and MA DEP schedules various training workshops throughout the year on topics needed for Commissions and their staff to better administer the Wetland Protection Regulations. The residents of West Bridgewater also benefit from its Conservation Commission protecting the wetland resources in a professional manner and in accordance with the laws as a result of the knowledge gained at workshops. Therefore, we are asking for these items to be funded as they have been in the past.

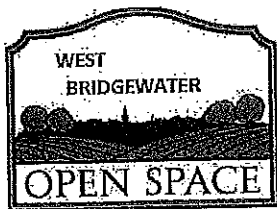
Thank you for the opportunity to provide this information.

John W. DeLano
John W. DeLano, WBCC Agent

01-29-2016
Date

16-Feb-16									

	ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-		
	(Prior 2)	(Prior 1)	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS	
DEPARTMENT/description	FY 2014	FY 2015)	FY 2016	12/17/15	FY 17				
CONSERVATION 1710									
5111 Appointed Official (Conservation Agent)	36,575	41,084	42,444	17,964	56,822	14,378	33.88%	Contract + 7hr/wk for MS4 Work	
5112 Clerical Salaries	25,913	25,761	27,287	12,237	27,859	572	2.10%	Contract	
5120 Other Salaries					5,000	5,000	#DIV/0!	BSU Student MS4 Assistant	
5140 Longevity	300	300	300	480	300	0	0.00%		
5240 Property Maintenance	98	679	300	-	300	0	0.00%	Conservation Work Area	
5300 Engineering Services	-	-	-	-	0	0	#DIV/0!		
5341 Advertising	258	167	300	-	300	0	0.00%	Bylaw changes/Legal Ads	
5420 Office Supplies	347	347	400	124	400	0	0.00%		
5710 Travel	345	187	550	126	550	0	0.00%	MACC and DEP Workshops	
5730 Dues & Meetings	726	720	1,000	455	1,000	0	0.00%	MACC and DEP Workshops	
5889 Equipment Replacement	145	-	-	-		0	#DIV/0!		
ConCom 1710	64,708	69,244	72,581	31,386	92,531	19,950	27.49%		



WEST BRIDGEWATER OPEN SPACE & RECREATION COMMITTEE

**65 NORTH MAIN STREET, WEST BRIDGEWATER, MA 02379
508-894-4073 FAX 508-894-1210**

MEMORANDUM

To: David L. Gagne
From: West Bridgewater Open Space & Recreation Committee
Re: Proposed FY16 Budget
Date: 1-29-2016

The attached Proposed FY17 budget shows no increases in the line items. The budget is level funded. The committee is working diligently to find grants and gifts to accomplish their optimistic goals and objectives of the next FY without needing additional money from the general budget other than what is shown in this proposed budget.

The Committee has new members who, along with the more experienced members are very excited and interested in getting work done on our open space and conservation lands. They plan to establish a volunteer stewardship group. The Committee was able to arrange the various events held this past year due to their enthusiasm and the FY16 expenditures. The events have already lined up possible new stewardship volunteers. With the continued pursuit of outside sources of revenues and those provided from the general budget, the Committee will be able to accomplish their goals of promoting the preservation, maintenance and responsible use of our conservation lands.

Thank you for the opportunity to provide this information.

John W. DeLano, Secretary

Date

WASTEWATER TREATMENT FACILITIES 1950

	ACTUAL (prior 2) FY 2014	ACTUAL (Prior 1) FY 2015	FY 2016 Approved FY 2016	FY 2016 Spent to 12/15/15	Department REQUEST FY 17	\$ +/- Y/Y	% +/- Y/Y	EXPLANATIONS
DEPARTMENT/description								

WASTEWATER TREATMENT FACILITIES 1950

5111	Appointed Official	-	-	-	-	0	#DIV/0!	
5243	Equip Repairs/Maint.	-	-	-	-	0	#DIV/0!	
5309	Consultant Services	3,025	2,975	3,600	1,750	3,600	0	0.00%
5315	Laboratory Services	-	-	-	-	0	#DIV/0!	
5889	Equipment Replacement	-	-	-	-	0	#DIV/0!	
	Wastewater Treatment Facilities 1950	3,025	2,975	3,600	1,750	3,600	0	0.0%

DEPARTMENT/description	ACTUAL (prior 2) FY 2014	ACTUAL (Prior 1) FY 2015	FY 2016 Approved FY 2016	FY 2016 Spent to 12/15/15	Department REQUEST FY 17	\$ +/- Y/Y	% +/- Y/Y	EXPLANATIONS
BOARD OF HEALTH 5110								
5110	Elected Officials	2,577	2,577	2,577	1,289	2,577	0	0.00%
5111	Appointed Officials	766	766	1,331	383	1,331	0	0.00% Animal Inspector
5112	Clerical Salaries	50,060	50,060	53,058	23,896	56,875	3,817	7.19%
5119	Health Agent/Perc tests	53,239	55,212	57,074	25,713	60,328	3,254	5.70% Contractual
5130	Overtime/vacation coverage		-	-			0	#DIV/0!
5140	Longevity	600	1,450	950	500	950	0	0.00%
5190	Allowances and Stipends	2,206	2,272	3,050	1,150	3,050	0	0.00%
5300	Engineering Services	2,925	4,515	5,400	3,510	5,400	0	0.00%
5310	Clinics	-	327	345	-	345	0	0.00% Health Clinic - Town wide
5312	Nursing Services-BVNA	2,035	1,200	9,495	2,298	9,495	0	0.00%
5315	Laboratory Services	-		250	60	250	0	0.00%
5323	Emergency Services	-		750	-	750	0	0.00%
5331	GIS/Supplies	300	300	300		300	0	0.00%
5341	Advertising	-	-	281	-	281	(537)	-65.65% Title V Changes
5420	Office Supplies	4,993	2,383	818	423	818	818	#DIV/0!
5710	Travel	-	-	-	-	-	(143)	-100.00%
5730	Dues & Meetings	190	223	143	190	143	(357)	-71.40%
5784	Training	330	305	500		500	500	#DIV/0!
	Board of Health 5110	120,220	121,590	136,322	59,412	143,393	7,071	5.19%

						9-Feb-16			
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		(Prior 2)	(Prior 1	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS
		FY 2014	FY 2015)	FY 2016	12/17/15	FY 17			
DEPARTMENT/description									
	AGRICULTURAL COMMISSION 1720								
5345	Mailings and Printing Costs	164	-	100	-	100	0	0.00%	
5420	Office Supplies	-	353	50	-	50	0	0.00%	
5513	Programs	331	-	200	-	200	0	0.00%	
5710	Travel	-	-	100	-	100	0	0.00%	
5730	Dues & Meetings	105	-	150	-	150	0	0.00%	
	Agricultural Commission 1720	600	353	600	-	600	0	0.00%	

						9-Feb-16			
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DEPARTMENT/description		FY 2014	FY 2015)	FY 2016	12/17/15	FY 17			
	A NEW DAY (fka WOMANSPLACE CRISIS CENTER) 5260								
5311	Counseling Services	2,000	2,750	2,750	-	2,750	0	0.0%	
	Womansplace Crisis Ctr 5260	2,000	2,750	2,750	-	2,750	0	0.0%	



Health Imperatives

February 2, 2016

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

Dear Mr. Gagne,

On behalf of all of us at Health Imperatives, thank you for your very generous, and continued, support of our programs and services. The Town of West Bridgewater is a vital partner in our efforts to combat sexual violence in West Bridgewater, and we are honored to collaborate with you. Today we are writing to you to request a \$2,750 grant in support of the services rendered by our Violence Intervention and Prevention (VIP) programs.

Health Imperatives is a non-profit community based agency that provides vital health and human services to more than 30,000 families and individuals in Southeastern Massachusetts each year, and your donation will support our VIP programs. Through these programs, we offer survivors of sexual assault and domestic violence comprehensive, coordinated care which includes crisis counseling and advocacy support, safety planning, shelter, and prevention education. We have provided these services for almost four decades and *are the only provider of these critical services in Plymouth County.*

We run the only 24-hour rape crisis hotline in Plymouth County, and we work with local hospitals, police, and other first responders to guarantee that every assault survivor receives the best possible treatment and care. We accompany survivors to the hospital and provide vital medical and legal advocacy services. We also provide individual and group counseling services to survivors and their families as well as emergency shelter for those who have nowhere else to turn. Sexual violence is a personal tragedy and it creates an immediate and sustaining trauma for the survivor and his/her family. Our services are designed to deal with the effects of this devastating experience.

With our support, survivors of violence have received the vital care and support they need to overcome this trauma. In Fiscal Year 2015, **we provided more than 1,300 survivors with safety, security, and comfort** as they began the process of healing from an assault and/or domestic violence. Of these survivors, **more than a dozen were from the town of West Bridgewater.** However, we know that there is an even greater need in West Bridgewater, and we look forward to talking with you about ways in which we can further collaborate to serve those in need. In addition to providing these counseling services, we also conducted outreach and education to partner organizations, schools- including our collaborative relationship with Bridgewater State University, and other agencies within Plymouth County to provide important prevention and intervention services.

Your support is vital and much appreciated. Enclosed is some additional information about the services we offer to survivors and some public health and safety issues related to sexual violence. If you have any questions, please do not hesitate to contact me at (508) 583-3005. Thank you for your consideration of our request.

Sincerely,

Julia E. Kehoe
President and CEO



Health Imperatives

VIOLENCE INTERVENTION AND PREVENTION (VIP) PROGRAMS

One of Health Imperatives' areas of expertise is working with survivors of sexual assault and domestic violence. Our VIP programs were established more than 20 years ago in response to the need for services and support for survivors of violence. Our goal is to eliminate rape and sexual assault and domestic violence in all of our communities. All of our counseling and advocacy services are provided free of charge.

SERVICES

VIP provides an array of services which includes:

24-HOUR HOTLINE: Our emergency hotline provides 24-hour counseling to survivors of rape, incest, sexual assault, and domestic violence as well as to survivors' family and significant others.

CRISIS INTERVENTION: Through the hotline, counselors are available 24 hours a day to respond to survivors and their families, police departments, or hospital emergency departments.

EMERGENCY SHELTER: Penelope's Place, our domestic violence shelter, provides refuge for those fleeing domestic violence.

INDIVIDUAL AND GROUP COUNSELING: Individual and group counseling are offered to survivors, and a non-offending parents' group, in order to help them deal with the devastating, emotional impact of the rape, sexual assault and domestic violence.

MEDICAL LIASON: Counselors are trained in emergency protocols for treatment of sexual assault, and provide medical accompaniment to area hospitals.

LEGAL LIASON: Trained counselors provide resources and legal accompaniment for victims of sexual assault and domestic violence. Trained advocates at the Brockton Probate and District Court assist clients in obtaining 209A restraining orders and 258E harassment orders.

COMMUNITY EDUCATION: Educational and training programs are offered to schools, churches, social service agencies, police departments, hospitals, and community organizations on domestic violence, rape awareness/prevention, child assault, rape trauma syndrome, and other related issues.



Health Imperatives

THE NEED

➤ Public Health Issue

1. Rape is an extensive public health problem as indicated by a recent report that states **1 in 4** adult women in Massachusetts have been the victims of one or more forcible rapes in her lifetime. F.B.I. statistics indicate that **1 in 7** men will be sexually assaulted in their lifetime.
2. Rape, incest, and sexual assault are violent crimes where the assailant wishes to control and humiliate their victim(s)—not for a wish for sexual gratification. A majority of these sexual assaults are planned.
3. Rape, incest, and sexual assault can result in health issues such as pregnancies; STDs, including HIV/AIDS; mental health problems, and other somatic difficulties.
4. Rape Crisis Centers (RCCs) provide education and help facilitate public dialogue to discuss openly the issues of sexual assault.
5. Public acknowledgement occurs when a society takes responsibility by providing public funds to address public health issues such as sexual assault. This acknowledgement helps a society to “break the silence” and, ultimately, to give permission and provide safety for the victim to speak up.

➤ Public Safety Issue

1. RCCs help rape survivors understand their options, lets them know that people believe in them and do not blame them, and supports them through all of their decisions in healing from the trauma, which may include prosecuting the crime of rape.
2. We know that, approximately, **16%** of rape victims report this crime to the police. If the victim of rape chooses to report to the police and prosecute, the Rape Crisis counselor will support them through this process. With this support, rape survivors are more likely to be able to get through the difficult process of prosecution.
3. With prosecution there is a greater possibility of perpetrators of sexual assault being incarcerated. Since we know that there is a high recidivism rate among perpetrators, who commit an average of **7** assaults, prosecution allows us to ensure the safety of individuals from rape and increases offender accountability.

➤ Dangerous Messages

1. To the victim: *We, as a society, are no longer willing to listen.*
 2. To the offender: *We, as a society, do not really prioritize sexual assault interventions and prevention issues.*
- . . . With your support, we can minimize the seriousness of this devastating crime.*



Health Imperatives

ARTICLE

Health Imperatives' Violence Intervention and Prevention (VIP) programs (formerly A New Day) request \$2,750 from the Town of West Bridgewater for services provided to survivors of sexual assault and domestic violence in Fiscal Year 2016.

						9-Feb-16			
					*****	*****			
		ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-	
		(Prior 2)	(Prior 1	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS
DEPARTMENT/description		FY 2014	FY 2015)	FY 2016	12/17/15	FY 17			
	BROCKTON AREA ARC 5270						0		
5311	Counseling Services	200	200	250	0	250	0	0.0%	
	Brockton Area Arc 5270	200	200	250	0	250	0	0.0%	

						9-Feb-16			
					*****	*****			
		ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-	
		(Prior 2)	(Prior 1	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS
DEPARTMENT/description		FY 2014	FY 2015)	FY 2016	12/17/15	FY 17			
	OLD COLONY HOSPICE CARE 5280								
5311	Counseling Services	2,000	2,000	2,000	2,000	2,500	500	25.0%	
	Old Colony Hospice 5280	2,000	2,000	2,000	2,000	2,500	500	25.0%	

Old
Colony
Hospice
& Palliative Care

One Credit Union Way
Randolph, MA 02368-4633
Tel. (781) 341-4145
Fax. (781) 297-7345
www.oldcolonyhospice.org

February 4, 2016

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

Dear West Bridgewater Selectmen:

Board of Directors

OFFICERS

Martin McGovern
Chair

Theodore Flynn
Vice Chair

Jack Manning
Treasurer

Leon G. Josephs, MD
Clerk

DIRECTORS

Toni L. Eaton, RN, BSN, MS
Ted Ciolkosz, Jr.
Judith M. Cole
Joseph M. Orlando
Charlene Pontbriand
Linda B. Port, JD
Anne F. Roan
Valerie Sullivan
William Tamul
Patricia Williams

Since 2012, the Town of West Bridgewater has generously provided Old Colony Hospice with funds that help us give compassionate care to those who need and deserve it in your community and we wanted to take this opportunity to thank you for this wonderful support.

As we continue to focus on our patients and their families, we continue to balance their needs and goals with the limited funding we receive from Medicare and Medicaid. Each year we struggle with challenges but we are committed to providing the very best in end of life care and that is where your help continues to make a huge difference.

Today, we are writing in hope that you will consider continuing your annual donation of \$2,500.00 as a line item in your town budget for the coming year. For more than 36 years, patients have had and continue to have access to our care team 24 hours a day, 7 days a week, and 365 days a year. We want to continue to be here for families when they need us.

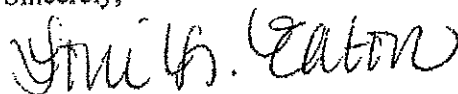
For the past four years we have cared for almost 550 families in West Bridgewater. We provide not only the medical support and services that patients need but we offer complimentary therapies because we understand no two patients are alike. We have a No Veteran Dies Alone program that provides multi-generational volunteers who offer companionship and support; we offer Pet Therapy in the skilled nursing facility to help bring comfort to patients who can no longer have pets – it is amazing to see the smiles and joy this brings. We offer Music Therapy to patients with Dementia to ease their symptoms and the care staff have remarked that there is a noticeable difference.

Additionally, we offer educational programming for medical professionals and community education and bereavement groups working with the council on aging and local churches and schools. West Bridgewater residents have participated in our annual walk and volunteer for our organization.

We would be happy to make this presentation in person at the appropriate time should you feel this would be helpful and hope you will be able to consider this kind of support to help those in need.

In the meantime, if you have questions, or require additional information, please contact me at 781-341-4145.

Sincerely,



Toni L. Eaton, RN, BSN, MS
President and CEO

						9-Feb-16			
					*****	*****			
		ACTUAL	ACTUAL	FY 2016	FY 2016	Department	\$ +/-	% +/-	
		(Prior 2)	(Prior 1	Approved	Spent to	REQUEST	Y/Y	Y/Y	EXPLANATIONS
DEPARTMENT/description		FY 2014	FY 2015)	FY 2016	12/17/15	FY 17			
	PLYMOUTH COUNTY EXTENSION SERVICE 6600								
5691	County Aid Agriculture	200	200	200	200	500	300	150.0%	
	Ply.Cty.Ext.Ser.6600	200	200	200	200	500	300	150.0%	



Plymouth County Extension 4-H Youth Development Program

44 Obery Steet
Plymouth, MA 02360

Tel: 774-404-7020

Fax: 774-773-3184

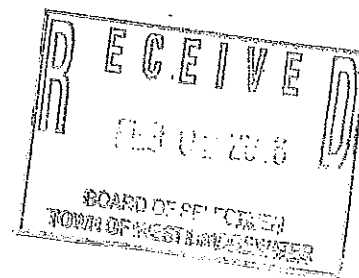


Mvollmer@umext.umass.edu

Vschell@umext.umass.edu

January 27, 2016

CHAIRMAN, BOARD OF SELECTMAN
West Bridgewater Town Hall
65 N. Main Street
West Bridgewater, MA 02379



Dear Chairman:

Enclosed you will find a copy of our Annual Report as well as the assessment for an appropriation in respect to fiscal year 2016-2017.

The Town of West Bridgewater participated in the following Extension sponsored programs this year:

- 4-H Plant Science Sunflower Program for grades K-2
- 4-H Exhibit Week displays and demonstrations
- 4-H Public Speaking contests
- 4-H Embryology Program

Through our programing we have given many West Bridgewater residents opportunities to participate in community service, citizenship and leadership activities year round.

Thank you for your attention to this matter.

Respectfully submitted,

Molly Vollmer

Plymouth County Extension
Board of Trustees

BY: Molly Vollmer
Extension Educator

Cc: County Treasurer
County Administrator



TRUSTEES FOR PLYMOUTH COUNTY COOPERATIVE EXTENSION
UNIVERSITY OF MASSACHUSETTS U.S. DEPT. OF AGRICULTURE
44 OBERY STREET PLYMOUTH MASSACHUSETTS 02360
PHONE: 774-404-7020



2016 REPORT OF TRUSTEES FOR COUNTY COOPERATIVE EXTENSION

Town of WEST BRIDGEWATER

In accordance with the General Laws of the Commonwealth, Chapter 128, the Trustees for Plymouth County Cooperative Extension are empowered to receive, on behalf of the County, money appropriated by any town, or by the Federal Government for carrying out the provision of the Law, under which they are appointed.

Plymouth County Cooperative Extension has made contact during the past year in every community, either by public meetings, direct mail, phone calls, individual visits, and/or demonstrations, to assist the needs of the citizens toward helping to solve management problems, better living, and better community service. Cooperative Extension staff have been ably assisted by many local volunteer leaders.

Expenses were incurred during the year for the purchase of materials needed in carrying on the various Extension programs:

\$ Booklets, Manuals, Fact sheets, etc.
\$ Extension Volunteer Expense
\$ 4-H School Programs
\$ 4-H Program Leader Expense

FINANCIAL SUMMARY

Requested Appropriation for (2016-2017) \$ 500.00

Make all checks payable to The COUNTY of PLYMOUTH

PLEASE REMIT TO:

Plymouth County Extension

44 Obery Street, Plymouth, MA 02360

Phone: 774.404.7020 | Fax: 774.773.3184

ATTN: Molly Vollmer

Respectfully submitted,

TRUSTEES FOR PLYMOUTH COUNTY COOPERATIVE EXTENSION

BY: Molly Vollmer

Molly Vollmer, Extension Director

SPECIAL TOWN MEETING WARRANT ARTICLES

**Thursday, February 25, 2016 – 7:00 PM
West Bridgewater Middle/Senior High School Auditorium**

Article 1: To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Superintendent of the West Bridgewater Public Schools for the roof replacement project at the Spring Street Elementary School at 2 Spring Street, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"). The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town. Any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) Fifty Two point sixty nine percent (52.69 %) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA.

MOVE: That the Town of West Bridgewater appropriate the amount One Million Three Hundred Thirty Nine Four Hundred Fifty Eight (\$1,339,458) Dollars for the purpose of paying costs of for the roof replacement project at the Spring Street Elementary School at 2 Spring Street, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the Town of West Bridgewater may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the Superintendent of the West Bridgewater Public Schools. To meet this appropriation the Town Treasurer under the jurisdiction of the Board of Selectmen is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The Town of West Bridgewater acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town of West Bridgewater incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town of West Bridgewater; provided further that any grant that Town of West Bridgewater may receive from the MSBA for the Project shall not exceed the lesser of (1) Fifty Two point sixty nine percent (52.69 %) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant

amount set forth in the Project Funding Agreement that may be executed between the Town of West Bridgewater and the MSBA.

Article 2: To see if the Town will accept a donation of a parcel of land located off of Cyr Street, designated on Town Assessors Map 19 as Lot 9, consisting of approximately 166,904 square feet, to be conveyed to the Town as a gift for no consideration.

Said parcel of land is more particularly described as follows:

That certain parcel of land thereon located off of Cyr Street in West Bridgewater, Plymouth County, Massachusetts and shown as Parcel A on a plan entitled, "Definitive Subdivision of Victoria Lane West Bridgewater, MA" Submission Date: September 2, 2015, revised October 7, 2015, Owner: White Family Nominee Trust, Applicant: 406 Pine Street Realty Trust, said plan recorded with Plymouth County Register of Deeds in Plan Book 60 Page 112.

Premises are conveyed subject to easements and restrictions of record;

Or take any action relative thereto.

MOVE: That the Town accept the donation of a parcel of land located off of Cyr Street, designated on Town Assessors Map 19 as Lot 9, consisting of approximately 166,904 square feet, and described on the Warrant, to be conveyed to the Town as a gift for no consideration.

Article 3: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to be expended by the Board of Selectmen to purchase a parcel of land consisting of 30,000 square feet in the northwest corner of Lot 62 shown on Assessor's Map 46 with frontage on South Street, and to pay for associated costs, or to take any action relative thereto.

MOVE: That the Town transfer from free cash a sum of \$110,000 to be expended by the Board of Selectmen to purchase a parcel of land consisting of 30,000 square feet in the northwest corner of Lot 62 shown on Assessor's Map 46 with frontage on South Street and to pay for associated costs.

West Bridgewater School District
Massachusetts School Building Authority
Accelerated Repair Program

**2016 Special Town meeting information – Spring Street Elementary
School, Roof Replacement Project**

What is the MSBA?

- The Massachusetts School Building Authority (MSBA) is a quasi-independent state government agency
- The MSBA is responsible for funding capital improvement projects in the Commonwealth's Public schools

What is the Accelerated Repair Program?

- The MSBA has instituted an Accelerated Repair Program primarily for the repair and/or replacement of roofs, windows/doors, and/or boilers. The Program focuses on the preservation of existing assets that are otherwise structurally, functionally and educational sound by performing energy-efficient and cost-saving upgrades, which will result in direct operational savings for school districts. Since 2010, districts have been participating the MSBA Repair Programs.

How are the Accelerated Repair projects funded?

- Project costs are shared between the MSBA and the local school districts
- The cost share is established by the reimbursement rate which the MSBA determines by using a formula that accounts for several factors including the Community Poverty Factor, per capita income, property wealth (equalized property valuation per capita), and low income students in a district relative to the statewide average for each category.
- The Town of West Bridgewater reimbursement rate from the MSBA is 52.69%
- The cost share is MSBA (\$705,760)* and the Town of West Bridgewater (\$633,698)**

What is the project approval process?

- Statement of Interest submitted to the MSBA Summer 2015
- Invited into the Accelerated Program by the MSBA in the Fall of 2015
- Hired Owner Project Manager (Potomac Capital Advisors, Inc.) 10/15/15
- Hired Architect (Tai Soo Kim Partners Architects) 10/15/15
- Submitted Schematic Design to the MSBA Board for Vote 12/9/15
- MSBA Board Votes to approve project 1/27/16
- Warrant Articles presented at Special Town Meeting 2/25/16
- Construction in the Summer of 2016

*Maximum Total Grant from MSBA, actual amount is determined by the final project costs that are deemed eligible for the grant by the MSBA.

**Total projected amount includes project contingency.

Spring Street Elementary School - Roof Replacement Project

Project Budget	\$ 1,278,549
Construction Contingency	\$ 55,372
Owner's Contingency	\$ 5,537
Total Project Budget	\$ 1,339,458

Reimbursement Rate	52.69%
--------------------	--------

Estimated Maximum MSBA Grant	\$ 705,760
Town of West Bridgewater Share	\$ 633,698

Minutes of the Board of Selectmen Meeting of Wednesday, January 20, 2016. Present were Eldon F. Moreira, Clerk; Jerry D. Lawrence. Nancy J. Maloney, Chairman, arrived at 7:09 p.m. Also present was David L. Gagne, Town Administrator. The meeting convened at 7:00 p.m. in the Selectmen's Meeting Room in Town Hall.

Also present at this time were:

Mr. Eric Arbeene, of Old Colony Planning Council
Mr. Pat Ciaramella, of Old Colony Planning Council
Mr. Shor'ty Billups, representing Chili Head BBQ
Ms. Hattie Barrett, representing Chili Head BBQ

Mr. Moreira led the meeting as Chairman Maloney was absent.

At 7:01 p.m. Ms. Ellen Snoyenbos, Library Director, entered the room.

Mr. Eric Arbeene of Old Colony Planning Council presented the Regional Hazardous Mitigation Plan that OCPC coordinated for 15 communities it represents. He said that the process for developing the regional plan started in 2010 and by adopting the plan, allows for the Town to apply for certain hazardous mitigation assistance grants available through FEMA.

At 7:09 p.m., Chairman Maloney entered the room.

Mr. Arbeene said that the plan identifies the critical facilities throughout the Town and reviews what needs to be improved or replaced, if anything. He said if the Town votes to adopt the plan, it will expire in five years, at which time a new approved plan should be in place. Mr. Arbeene said that the Town should consider beginning the process for an updated plan in three to four years to accommodate for processing delays. He said OCPC is willing to assist but that the plans will no longer be regional going forward and that each Town, if they choose to keep up-to-date plans will have their own hazardous mitigation plan. Mr. Arbeene suggested that the document should be routinely evaluated and revised, especially after major weather events. He said once the plan is approved, each Town will receive a hard copy of the regional plan along with a CD copy. He said there is also a link to the plan on the OCPC website which Town's can use to post to their respective websites.

Mr. Moreira turned the meeting back to Chairman Maloney.

At 7:18 p.m., Mr. Steve Lang, Chairman of the Economic Development Commission, entered the room.

Mr. Moreira asked if FEMA would still issue payments to the Town in the event of a disaster or emergency. Mr. Arbeene said the Town would remain covered by FEMA in that way. He said adopting the Hazardous Mitigation Plan is just an extra step. He noted that the first Town to adopt the plan did so on August 29, 2015, and that is the date of approval registered with FEMA. He said the plan will expire five years from that date.

Mr. Lawrence **MOVED** to adopt the Hazardous Mitigation Plan. Seconded by Mr. Moreira and so voted unanimously.

At 7:21 p.m., Town Clerk Anne Iannitelli entered the room.

Chairman Maloney said that there is a request from OCPC for volunteers to serve on the Bicycle Pedestrian Advisory Committee later on in the agenda. She said the Board would discuss it while Mr. Ciaramella and Mr. Arbeene were in the room.

Mr. Gagne said that it is an informational item for the Board to see if anyone in the Town might be interested in volunteering on this committee. He said that there are only four scheduled meetings and the Committee would allow OCPC to coordinate a regional approach to establishing more bike and pedestrian pathways.

Mr. Ciaramella said the committee will explore safety issues and connectivity of paths across communities so that there is a regional aspect to the bike and pedestrian trails.

Mr. Lawrence **MOVED** to forward the information to the Open Space and Recreation Committee. Seconded by Mr. Moreira and so voted unanimously.

At 7:25 p.m., Mr. Arbeene and Mr. Ciaramella left the room.

The Board reviewed a letter sent to Mr. Steven Wong, owner of Chili Head BBQ located at 320 West Center Street regarding outstanding paperwork for three transactions that must be registered with the Alcoholic Beverages Control Commission. The Board noted that Mr. Wong had failed to attend the meeting. Mr. Shor'ty Billups and Ms. Hattie Barrett stated that they were in attendance representing Chili Head BBQ. Mr. Billups said that he is a part owner and that Ms. Barrett is the manager.

Executive Administrative Assistant Mallory Aronstein said that in August 2015, the manager of record resigned from her position. She said that upon following up for change of manager paperwork, she discovered that there had also been a transfer of stock in the business and a transfer of the license from Mr. David Diogo, partner in Cape Cod International LLC dba Chili Head BBQ, to Mr. Billups. Ms. Aronstein said that she repeatedly asked for paperwork from Mr. Wong, Mr. Billups and Ms. Barrett but has failed to receive the paperwork necessary to file at the ABCC.

There was discussion regarding the various documents not filed at the Board's office. Mr. Gagne said that he and Ms. Aronstein devised a schedule targeting March 2 as the public hearing date for these transactions, which require a published advertisement in the newspaper. He said therefore all of the proper paperwork must be filed no later than February 12.

Chairman Maloney stated that the Board has historically been very business friendly and that they all want local businesses to thrive. She said that the Town has given a lot of chances to the business to file the paperwork and that it has come to the point where the Board must take action.

Mr. Moreira **MOVED** to schedule the public hearing for March 2, 2016 to vote on the transfer of license, transfer of stock and change of manager transactions. Seconded by Mr. Lawrence.

Mr. Lawrence said that it is unfair that Mr. Wong is not in attendance as the real issue is where is he and why isn't anything getting done.

The Board voted unanimously in favor of the motion.

At 7:38 p.m. Ms. Barrett and Mr. Billups left the room.

Ms. Ellen Snoyenbos, Library Director, introduced herself to the Board and discussed her experience working in libraries and her start in West Bridgewater. She said she is focusing on ways to make the building more efficient

At 7:41 p.m., Mr. Richard Rogers of the Economic Development Commission, entered the room.

Ms. Snoyenbos said she has been impressed with the staff's willingness to train and learn.

Discussion continued regarding the SAILS network.

There was discussion regarding Ms. Snoyenbos' experience writing grants and proposals for private funding.

At 7:48 p.m., Ms. Snoyenbos left the room.

Town Clerk Anne Iannitelli presented the Polling Evacuation Policy. She said this policy describes a course of action in the event that the polls need to be temporarily or permanently shut down. She said the Superintendent of Schools approved the use of the Howard School as an emergency polling place. Ms. Iannitelli said the gym could be closed off from the rest of the school.

Mr. Lawrence asked if the Spring Street School had a generator. He said that a power outage is the simplest disaster that could impact the polls. Ms. Iannitelli was unsure if the school had a generator.

Chairman Maloney asked if Ms. Iannitelli had discussed the policy with the Fire and Police Departments. Ms. Iannitelli said she had shown the policy to them. She said they had discussed utilizing the new Middle/Senior High School but that a disaster impacting the Spring Street School would likely also impact the Middle/Senior High School.

Ms. Iannitelli left the room at 7:51 p.m.

Mr. Gagne stated that Police Chief Donald Clark is sick and asked that Mr. Gagne speak on his behalf regarding his request to hire two Permanent Intermittent police officers. He said that the Police Chief is requesting that the Board call for a list of potential officers to begin the process of hiring two Permanent Intermittent officers as discussed last meeting.

Mr. Moreira **MOVED** to grant the request and proceed with hiring two Permanent Intermittent Police Officers. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Steve Lang, Chairman of the Economic Development Commission, and Mr. Richard Rogers, of the Economic Development Commission, discussed the Commission's plans and asked what the Board expected of them. Mr. Lang said he would like to furnish a list of available properties for commercial development. Chairman Maloney said that there are areas in Town that the Board would like to see developed commercially. She said one of those areas is the old Shaws Plaza. Chairman Maloney said that the Board has also prioritized working with the City of Brockton to get sewer services in the Manley Street area. Mr. Moreira stated that he has worked with OCPC and the Chamber of Commerce to help recruit businesses to locate to West Bridgewater. Mr. Lawrence said that he has long wanted to have a list of properties readily available on the website to provide prospective businesses that would also show the location on a map. Chairman Maloney said that there is a Strategic Planning group dedicated to the branding of the Town.

Mr. Lawrence discussed how some action taken by the Town has actually hindered development. Mr. Lawrence said regulating the solar farms to the industrial areas uses up space that could generate more tax revenue if a business located there.

Ms. Aronstein said that the new website features a business section that has a list of resources for businesses, including permitting and licensing information. She said it could be updated to include information the Economic Development Commission wanted to share with prospective partners.

The Board agreed to provide contact information for various individuals to Mr. Lang.

At 8:05 p.m., Mr. Lang and Mr. Rogers left the room.

Mr. Moreira **MOVED** to approve the minutes of December 16, 2015. Seconded by Mr. Lawrence.

Chairman Maloney said that there is a typo in the minutes indicating a vote from Mr. Lawrence when he was not in fact at the meeting yet.

As there was a motion on the floor with a second, the Board took a vote. The Board voted unanimously against the motion.

Mr. Moreira **MOVED** to approve the minutes of December 16, 2015 with the correction of the vote on taking a recess. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Lawrence **MOVED** to accept for review the minutes of January 6, 2016. Seconded by Mr. Moreira and so voted unanimously.

Ms. Aronstein updated the Board on the status of the new website. She said the site will go live on February 1 and that currently various web editors are being trained on editing the new site.

She showed the Board what the new site looked like and reviewed how it was organized. Chairman Maloney suggested putting the Mission Statement adopted by the Board on the homepage of the new site.

The Board discussed setting a date for the proposed Special Town Meeting. Mr. Gagne said that the School Department has requested a Special Town Meeting for the Spring Street School Roof replacement project. Mr. Gagne said a preferred date is February 25 and that the Town Clerk, Town Counsel and the Town Moderator are all available that day.

Mr. Moreira **MOVED** to schedule a Special Town Meeting on Thursday, February 25 at 7:00 p.m. in the Middle/Senior High School.

Mr. Moreira said that when the Board opens a Warrant, oftentimes articles are submitted that should really be discussed at Annual Town Meeting.

Mr. Lawrence seconded the motion and the Board voted unanimously in favor.

Mr. Lawrence **MOVED** to open the Special Town Meeting Warrant and to close the Special Town Meeting Warrant on Friday, January 29, at 12:00 p.m. Seconded by Mr. Moreira and so voted unanimously.

Chairman Maloney discussed the status of Strategic Planning. She said that on March 16 the team leaders should be scheduled to present the progress of the goals. She said after that meeting the teams can begin devising action plans and generating discussion on their respective goals.

Ms. Aronstein updated the Board regarding the proposed dog park. She said that she has worked with the Forestry and Parks Superintendent to find another parcel of land that has water and electricity hookups available. She said the proposed location is the old Town Forest adjacent to the Sullivan Baseball Field. Ms. Aronstein said that the parcel is town-owned and makes it easier to apply for the grant through the Stanton Foundation. She said the contractor she has been working with is designing a new plan for this space, which is larger than the previous parcel. She said there will be a secondary entrance off of the Rail Trail as well as by the baseball field.

Chairman Maloney requested to table the discussion regarding temporary help for the Board of Selectmen's Office.

The Board reviewed a posting from the Board of Health regarding the Registered Nurse position that is now vacant as the previous nurse has resigned.

The Board then reviewed notification of converting land classified under Chapter 61A as agricultural to a housing lot. Chairman Maloney said this parcel is for one house lot on South Street. She said the Planning Board and Board of Assessors do not recommend that the Board exercises its first right of refusal to purchase the land but that the Conservation Commission is in favor of exercising the first right of refusal.

Mr. Lawrence stated that the first lot was sent to Town Meeting for a vote and it failed. He said bringing a second lot to the voters is redundant. Chairman Maloney said that many times residents wish we could have preserved land that was built upon. She said she would like to ask the voters again on preserving this parcel. Mr. Moreira said he understood both sides. He said that the voters have clearly told the Board that they did not want the Town to buy the property. Mr. Lawrence said the Board should wait until the back property is available as it could be more useful.

Mr. Moreira **MOVED** to not exercise the Board's right of first refusal for the parcel identified as lot C located at 0 Bryant Street, Assessors Map 46, Lot 62. Seconded by Mr. Lawrence.

Mr. Lawrence asked if there was recourse for a group to go forward with the purchase if the Board declined to exercise the first right of refusal. Mr. Gagne said a person could solicit 250 signatures and place the item on a warrant for Town Meeting.

The Board voted in favor of the motion. Maloney, no; Moreira, yes; Lawrence, yes.

During the Public Comment Period, Mr. Lawrence said that he would like to schedule the dedication to the MacDonald-Brown Meeting Room on March 16. He said perhaps the Board could meet in the room that night.

Mr. Lawrence said that River Bend Country Club was interested in expanding but was also looking for an incentive that may be available to them through the Town. Mr. Lawrence asked if the Board would be willing to allow him to meet with the owner and other Town officials to discuss his options. The Board agreed.

Chairman Maloney asked Mr. Gagne for an update on the Compact Community Agreement. Mr. Gagne said that there has not been any word back from the state. He said the State has contacted OCPC to get information on what the Town has done in the past so he is sure they are reviewing the Town's application.

Mr. Gagne then gave the Town Administrator's Report. He reviewed the Town Hall Parking Policy. He said that a memorandum was sent to all employees after the Board voted in October to enforce the Parking Policy. Mr. Gagne said that most employees have adhered to the policy but that the original vote did not include any compliance regulations. Mr. Gagne said this policy has regulations as well as some exceptions such as handicapped parking for those that needed, parking after Town Hall hours for night meetings, inclement weather, or a short term medical issue. Chairman Maloney asked who would make the decisions on the exceptions. Mr. Gagne said he would as he oversees the day-to-day operations of Town Hall.

Mr. Gagne reviewed the course of action for noncompliance as specified in the proposed policy.

Mr. Lawrence **MOVED** to approve the policy with the amendment of "on the north side of the gazebo" instead of "on the other side of the gazebo". Seconded by Mr. Moreira.

Chairman Maloney asked if the policy had been reviewed by Town Counsel. Mr. Gagne said that it had not.

Mr. Lawrence amended his motion to include that the policy be reviewed by Town Counsel. Seconded by Mr. Moreira and so voted unanimously.

Mr. Gagne updated the Board regarding the Brockton Casino and Surrounding Community negotiations. He said that an agreement between the developer and the Town was not reached. He said almost 40% of the traffic according to the developer's traffic study will travel north on Route 24, for which the Town has primary safety responsibility. Mr. Gagne said the Town will enter into arbitration and have its hearing on Friday, January 29 and attempt to negotiate a better agreement. Mr. Gagne said a decision must be made by February 8 per the Massachusetts Gaming Commission.

Discussion continued regarding the Town's experience with the proposed Raynham Slots Parlor.

Mr. Gagne that the last item on the agenda is in regards to the evaluation and negotiation process for non-union personnel. He said that this was added as a revised item after the Agenda had been posted originally. Mr. Gagne requested that the Board table the item until the next agenda. The Board agreed.

At 8:55 p.m., Mr. Moreira **MOVED** to adjourn the meeting. Seconded by Mr. Lawrence and so voted unanimously.

Eldon F. Moreira, Clerk

Respectfully submitted by Mallory E. Aronstein, Executive Administrative Assistant.

List of documents in agenda packet - January 20, 2016

- *Powerpoint Presentation - Hazardous Mitigation, from Mr. Eric Arbeene of OCPC*
- *Letter sent to owner of Chili Head BBQ regarding outstanding liquor license paperwork*
- *Polling Evacuation Policy*
- *Letter from Police Chief Donald Clark requesting the appointment of Permanent Intermittent Officers*
- *Email from Mr. Stephen Lang, of the Economic Development Commission, requesting the Board's input on EDC activities*
- *Minutes of December 16, 2015*
- *Minutes of January 6, 2016*
- *Posting of Registered Nurse vacancy for Board of Health*
- *Email regarding OCPC's Bicycle Pedestrian Advisory Committee*
- *Letter from Board of Assessors recommending that the Board not exercise right of first refusal for sale of land classified under Chapter 61A*

- *Letter from the Conservation Commission requesting that the Board exercise right of first refusal for sale of land classified under Chapter 61A*
- *Letter from Planning Board recommending that the Board not exercise right of first refusal for sale of land classified under Chapter 61A*
- *Notice of intent to sell and convert land under Chapter 61A to another use - 25.79 acres, Lot 62 Map 46 with purchase and sale agreement*
- *Town Hall Parking Policy*
- *Notification of Public Input meeting from the Massachusetts Gaming Commission*
- *Agenda for Public Input meeting from the Massachusetts Gaming Commission*

Minutes of the Board of Selectmen Meeting of Wednesday, February 3, 2016. Present were Nancy J. Maloney, Chairman; Eldon F. Moreira, Clerk; Jerry D. Lawrence. Also present at this time was David L. Gagne, Town Administrator. The meeting convened at 7:05 p.m. in the Selectmen's Meeting Room in Town Hall.

Also present at this time were:

Ms. Madeleine Barr, of Next Step Living
Mr. William Gibson III, 124 Bryant Street

The Board led the meeting with the Pledge of Allegiance.

Ms. Madeline Barr of Next Step Living discussed working with the Town to activate the community and engage residents in the MassSaves Home Energy Assessment Program. She said 61 Home Energy Assessments and 17 weatherization projects were completed in West Bridgewater in 2015. She said that she was interested in establishing a goal for 2016 that would be double that amount. Ms. Barr said Next Step Living will continue to set up informational tables at community functions and at local grocery stores but that she was looking for the Board's support and leadership. Ms. Barr said Next Step Living will honor the previous Memorandum of Understanding and issue payment to the Emergency Fund for the 61 Home Energy Assessments. She said that in West Bridgewater many assessments are generated from people referring their neighbors.

Mr. Gagne said that he is in the process of reviewing the Memorandum of Understanding and that it will be before the Board at a future meeting for their signatures.

At 7:15 p.m., Ms. Barr left the room.

The Board discussed their previous vote of changing the titles on the Board of Selectmen to Chairman, Vice Chairman and Clerk.

Mr. Lawrence **MOVED** to that Nancy Maloney be Chairman, Eldon Moreira be Vice Chairman and that he be Clerk. Seconded by Mr. Moreira.

There was discussion regarding the roles remaining the same for signatories.

The Board voted unanimously in favor of the motion.

Mr. Moreira **MOVED** to approve the minutes of January 6, 2016. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Lawrence **MOVED** to accept for review the minutes of January 20, 2016. Seconded by Mr. Moreira and so voted unanimously.

The Board discussed the status of the Strategic Planning process. Chairman Maloney said that the groups will be presenting their progress at the March 16 meeting. Mr. Lawrence stated that

his group relative to sidewalks, rails, trails and pedestrian crossings will be meeting on March 2 at 7:30 p.m. at the First Church.

Mr. Gagne said that the Town originally identified a parcel of land for the proposed dog park which has not had any traction. Mrs. Mallory Aronstein, Executive Administrative Assistant, said that the Old Town Forest located next to Sullivan Field is a good spot for a dog park. She said that it is town-owned property, has plenty of parking and can even connect to the Rail Trail. She said the parcel has access to water and electricity. Mrs. Aronstein said she was seeking an official vote of the Board to approve the use of the Old Town Forest as a dog park and to officially receive the Board's endorsement of the project. She said that she wanted to name the dog park Tazer Park after the K9 officer that the Town acquired through The Stanton Foundation.

Mr. Moreira **MOVED** to proceed with designating the Old Town Forest as the land to be used as a dog park upon receipt of the grant from The Stanton Foundation. Seconded by Mr. Lawrence.

Chairman Maloney asked who was writing the grant. Mrs. Aronstein said that she was writing it and that she would be working with Lt. Victor Flaherty who had worked with The Stanton Foundation for the K9 Officer.

The Board voted unanimously in favor of the motion.

Mr. Lawrence **MOVED** that the Board issue a letter of support of the dog park and to approve the name Tazer Park. Seconded by Mr. Moreira and so voted unanimously.

The Board discussed hiring temporary staff during Mrs. Aronstein's anticipated maternity leave beginning in July. Mr. Gagne said his recommendation was to allocate funding during the budget process. He said previously when Mrs. Aronstein was on leave the Board budgeted \$5000. He said the summertime is slower than other times of the year. Mr. Gagne said he recommended allocating \$4500 to \$5000 to hire temporary help and to also utilize the Senior Tax Workoff program to provide greater flexibility.

Chairman Maloney asked what was actually spent previously. Mr. Gagne said \$4300. Chairman Maloney asked if there was any pre-training period. Mr. Gagne said there was not. He said that Ms. Jacqueline Flaherty, Administrative Assistant, would be available to guide and assist the new staff. Mr. Gagne suggested that the Board advertise the position in the newspaper as well as on the website and have a conversation with the Elder Services Director regarding good candidates from the Senior Tax Workoff program. He said the Board can make a decision based on the candidates that apply.

Mr. Lawrence **MOVED** that the Town Administrator and office staff proceed with advertising the temporary position on the internet and through *The Enterprise* and for them to present a finalist or two to the Board for appointment. Seconded by Mr. Moreira and so voted unanimously.

Chairman Maloney asked if the Board would determine a rate of pay. Mr. Gagne said that could be done during the budget process.

The Board reviewed the Election Warrant for the Presidential Primary Election to be held on March 1, 2016.

Mr. Moreira **MOVED** to sign the Election Warrant. Seconded by Mr. Lawrence and so voted unanimously.

The Board reviewed the Warrant Articles proposed for Special Town Meeting to be held on February 25, 2016. Chairman Maloney read a letter from the Historical Commission requesting that the Board reconsider their decision to not attempt to purchase the South Street land coming out of Chapter 61A as there is a historical graveyard in the vicinity. Mr. Moreira asked how much money purchasing the lot would require. Mr. Gagne said the article would allot \$110,000 to cover the purchase of the property as well as any legal and conveyance fees.

Chairman Maloney noted that the Board voted 2 -1 to not purchase the property at the previous meeting. Mr. Moreira said that the residents have a right to put an article on the Warrant.

Mr. Moreira **MOVED** to place the article to purchase the land on South Street on the Warrant. Seconded by Chairman Maloney.

Mr. Lawrence stated the property owner was in attendance. He asked Mr. William Gibson III, the owner of the property in question, if the land between to two house lots was wide enough to fit the Town specifications for a road. Mr. Gibson said that it was 29 feet wide. Mr. Lawrence asked what was the intention for leaving the land open. Mr. Gibson said it is for access for farming the back land and it is a buffer. Mr. Gagne said that the Planning Board requires 40 feet for a road.

The Board voted in favor of the motion. Maloney, yes; Moreira, yes; Lawrence, no.

Chairman Maloney read the other two articles proposed for the Special Town Meeting.

Mr. Lawrence **MOVED** to place Article 1 concerning replacing the Spring Street School roof on the Warrant and to recommend that it pass favorably. Seconded by Mr. Moreira and so voted unanimously.

Mr. Moreira **MOVED** to place Article 2 concerning accepting a donation of land for the Water Department on the Warrant. Seconded by Mr. Moreira and so voted unanimously.

Mr. Lawrence **MOVED** to recommend that Article 2 pass favorably. Seconded by Mr. Moreira and so voted unanimously.

Mr. Lawrence asked Mr. Gibson why he was against the Town purchasing the first lot when it came before Town Meeting in October 2015. Mr. Gibson said that his family is in financial hardship and the land is the only asset his mother has. He said that his mother was against the

Town buying the parcels because she prefers to have residential neighbors rather than a ball field or public park that would attract crowds.

Mr. Lawrence stated that though he was against placing this article on the Warrant because the Town has already said no, he did support the purchase of the land.

Mr. Lawrence **MOVED** to recommend Article 3 pass favorably. Seconded by Mr. Moreira and so voted unanimously.

At 7:57 p.m., Mr. Gibson left the room.

Mr. Moreira **MOVED** to sign the Special Town Meeting Warrant. Seconded by Mr. Lawrence and so voted unanimously.

The Board reviewed an email from Lt. Vic Flaherty regarding installing hands-free technology in Town vehicles due to the expected passage of legislation banning the use of hand-held cell phones. Chairman Maloney read the email into the record.

Mr. Moreira asked how much it would cost to outfit all Town vehicles with this technology. Mr. Gagne said that it would probably be about \$250 to \$300 per vehicle. He said there are some older vehicles in the fleet from the 1990s and there is a question about whether the vehicles would even accept the technology. Mr. Gagne said that it may be more expensive for the older vehicles. He said the Board can request that each department add additional funds to their budgets to accommodate the extra charges or the Board could place an article on the Annual Town Meeting warrant dedicated for paying for these updates.

Mr. Lawrence **MOVED** to approve upgrading Town vehicles with hands free technology and to issue a warrant article for Annual Town Meeting to allocate funding. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed a Special Permit Application for Plasse Masonry to relocate an Off-Premise Outdoor Billboard at 63 Maple Street. Mr. Gagne said this billboard has not yet been installed but that the applicant is seeking to increase the height variance that was previously approved and to move it closer to Route 24.

Mr. Lawrence **MOVED** to forward comments to the Zoning Board of Appeals requesting that they be mindful of the lighting as a disturbance to residential neighbors and that a community aspect exist on this billboard. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed a letter from the Water Department regarding the change of office hours for the Water Department.

During the Public Comment Period, Mr. Lawrence said that there are two West Bridgewater residents currently serving in Kuwait. He said the VFW would like the Town to make their address available to anyone interested so that they may receive letters and positive words during their service.

Mr. Moreira discussed a meeting he attending at the First Church regarding the use of sludge. He said Conservation Agent John DeLano presented information on the matter and that quite a few residents were concerned. Mr. Moreira said that the Department of Environmental Protection oversees the use of sludge and that they set rules and regulations. He said Representative DuBois was in attendance and she said she had filed legislation regarding this matter. Mr. Moreira said he has requested information about those bills.

Chairman Maloney suggested that the Town work with the Plymouth County Board of Commissioners and their program regarding the use of sludge.

Mr. Lawrence said that new regulations will be in place over the next year.

Mr. Gagne gave the Town Administrator's report. He updated the Board regarding the evaluation and negotiation process for non-union personnel. He said before you is the process to conduct the evaluations. Chairman Maloney said that she has discussed this with all of the Department Heads.

Mr. Lawrence **MOVED** to approve the Evaluation and Negotiation process for non-union personnel under the purview of the Board. Seconded by Mr. Moreira and so voted unanimously.

Mr. Gagne updated the Board regarding payroll signatures. Mr. Gagne said that there was one day that he was away at a conference and unable to sign payroll. He said that he would like to designate Ms. Aronstein as the signatory in his place should he be unable to sign the payroll. He said it would not happen often.

Mr. Moreira **MOVED** to allow Ms. Aronstein to serve as payroll signatory in Mr. Gagne's absence. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Gagne updated the Board regarding a letter from the Massachusetts School Building Authority awarding funding for the replacement of the Spring Street School roof. He said that the motion will be made at Special Town Meeting and that the Town will be reimbursed for 52.69% of the projects costs.

Mr. Moreira **MOVED** to send a letter thanking Senator Brian Joyce for his assistance for securing funding for the Spring Street Roof. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Gagne then updated the Board regarding the Governor's FY2017 budget proposing an increase to local aid. He said should this budget pass, West Bridgewater schools would receive \$500,000 more this year as well as a 4.3% increase in local aid for the Town.

Mr. Lawrence **MOVED** to send a letter to Governor Baker thanking him for assisting communities. Seconded by Mr. Moreira and so voted unanimously.

Mr. Gagne updated the Board regarding the FY17 budget process. He said all of the budgets have been received and that the Board will begin hearing presentations from Departments on February 17.

Mr. Gagne then updated the Board regarding the meeting with MassDOT on the Center of Town reconstruction project. Mr. Lawrence said that MassDOT will be installing travel signs in the Spring. He said they were on backorder. Mr. Lawrence said he expressed concerns that the designers did not pay any attention to aesthetics. He said the project managers agreed to cover the retaining walls with a veneer. Mr. Gagne said that the workers will address the pavement issues, the sidewalk issues and lighting issues with the monument. He said that if the weather cooperates, the project will be completed by the middle of May.

Mr. Gagne updated the Board regarding the meeting he attending with other Town Administrators and Bridgewater State University president Fred Clark. He said that the Town has a unique opportunity to initiate an internship program.

Mr. Gagne then discussed the Police Chief Assessment Center. He said that the Assessment Center was a rigorous, long day of testing. He said he was impressed by all of the candidates. He said the scores were sent by Public Safety Consulting to the Civil Service Unit. Mr. Gagne said once the scores are approved by the Civil Service Unit, they will be forwarded to the Board, which will then make the appointment.

The Board discussed the Municipal Aggregation RFP through Old Colony Planning Council. Mr. Gagne said this would possibly be an opportunity for residents to purchase their electricity at a lower rate. He said the Town would hire a consultant to determine if there was an opportunity to do so. He said it would ultimately be approved at Town Meeting. Mr. Gagne said as the Town proceeds with the process, there will be opportunities for residents to opt out if they desired.

Mr. Gagne updated the Board regarding the Capital Budget process. He said the committee will meet on March 17 at 11:00 a.m. to hear presentations and then vote on the projects on Wednesday, March 23 at 11:00 a.m.

Mr. Moreira **MOVED** that Selectman Lawrence serve as the Board's representative on the Capital Budget Committee. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Lawrence said that he would like there to be a Capital Budget item for renovating the Building Department office.

Mr. Lawrence **MOVED** to request that the Building Inspector develop plans to renovate the Building Department. Seconded by Mr. Moreira and so voted unanimously.

Mr. Gagne updated the Board regarding the Surrounding Community Negotiations for the Brockton Casino. He said that the negotiations broke down and the Town went to arbitration with the developers. He said that the Town agreed to accept a \$60,000 payment once the casino opens and \$130,000 per year and that they would pay up to \$10,000 of the Town's legal costs for this matter. Mr. Gagne said other surrounding communities agreed to these same terms. He said

the Town felt that it was unique as it was closer to the actual site of the casino than any other community and that there would be increased traffic on the Town's side roads. He said therefore, the Town wanted the developer to pay \$1.4 million to improve the intersections at Matfield Street and Route 28 and East and East Center Street. He said the arbitrator will issue a decision next week and that that decision is final. Mr. Gagne said this is contingent upon the casino being awarded the license for this region.

Chairman Maloney said that she attended a session at the MMA Conference relative to opioid addiction. She said that the community has been very active to combat the epidemic.

At 8:40 p.m., Mr. Moreira **MOVED** to adjourn the meeting. Seconded by Mr. Lawrence and so voted unanimously.

List of Documents in Agenda Packet - February 3, 2016

- *Minutes of January 6, 2016*
- *Minutes of January 20, 2016*
- *Presidential Primary Election Warrant*
- *Letter from Historical Commission regarding purchasing the Gibson Property on South Street*
- *Proposed Special Town Meeting Warrant Articles*
- *Email from Lt. Vic Flaherty regarding hands-free cell phone use in vehicles*
- *Special Permit Application for Plasse Masonry re: relocation of billboard - 63 Maple Street*
- *Memo from Wayne Parks regarding changing the office hours of the Water Department*
- *Non-Union Evaluation and Negotiation Process*
- *Memorandum from Town Administrator David Gagne regarding a payroll signatory in his absence*
- *Letter from the Massachusetts School Building Authority regarding approval of reimbursement funding for the Spring Street School Roof*
- *Letter regarding Governor Baker's proposed FY17 budget*
- *Information concerning negotiations with Brockton Casino developers*



*Corporate
Headquarters*

195 Liberty Street
Brockton, MA 02301
(508) 588-9961

DESIGN • MARKETING • PRINT

Mallory Cole
Town of West Bridgewater
Town Hall
West Bridgewater MA 02379

Quotation	
No: 19087	Date: 02/03/16

Ship To:

< Same as Bill To >

Fax: 508-894-1269

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship Via
436	Mallory Cole	508-894-1267		Bob McNulty	Bob	Deliver
Quantity	Description					Price
275	Inside pages of 2015 Town Report, 130 pages, 6 x 9, black and white copied. (130 Originals)					1,365.18
275	Front and back "wrap" cover of Town report; 6 x 9 finished size, front side of cover color copied, inside cover in black.					179.47
275	Perfect binding					353.92
1	Scan provided pages, layout printed book with page numbers and create PDF for posting					50.00
1	Type and layout of wrap cover and index page					30.00

*Thank you for the opportunity to quote on this job.
Quotes are valid for 60 days.*



Corporate
Headquarters

195 Liberty Street
Brockton, MA 02301
(508) 588-9961

DESIGN • MARKETING • PRINT

Mallory Cole
Town of West Bridgewater
Town Hall
West Bridgewater MA 02379

Quotation

No: 19090

Date: 02/03/16

Ship To:

< Same as Bill To >

Fax: 508-894-1269

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship Via
436	Mallory Cole	508-894-1267		Bob McNulty	Bob	Deliver
Quantity	Description					Price
300	Fin Com Annual Report & Recommendations, 40 page booklet (36 plus cover), saddle stitched (22 Originals)					573.02
1	Scan Entire Book and provide PDF file					30.00
1	Scan and replace cover photo					17.50
Thank you for the opportunity to quote on this job. Quotes are valid for 60 days.					Subtotal	620.52
					Shipping	0.00
					Postage	0.00
					Tax	0.00
					TOTAL	620.52

February 10, 2016

West Bridgewater Town Hall
66 North Main Street
West Bridgewater, MA 02379


To: Board of Selectmen

Re: Cable Advisory Committee Station Manager Appointment

Dear Selectmen,

On behalf of the Cable Advisory Committee in West Bridgewater I would like to recommend that we fill our current Station Manager position left by Thaddeus Stephanak with Benjamin Smith. Ben returns to West Bridgewater with a new set of skills and experience to succeed and build WBCAT during its next phase of growth.

Thank you



Jason Daniels
Cable Advisory Committee Chair

PSC
Public Safety Consultants, LLC
P.O. Box 1153
Pocasset, MA 01229
508-563-2404

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

Re: Police Chief Assessment Center

February 12, 2016

Dear Mr. Gagne,

I am pleased to provide you with the attached ranking of candidates for the Police Chief Assessment Center that was given on January 12, 2016.

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

Sincerely,

A. Wayne Sampson
Public Safety Consultants, LLC
P.O. Box 1153
Pocasset, MA 01229
508-563-2404

Town of West Bridgewater – Police Chief Assessment Center

[illegible]



Town Administrator

Town Hall
65 North Main Street
West Bridgewater, MA 02379
1-508-894-1267
fax: 1-508-894-1269

Department Head/Non-Union Employee Performance Evaluation: 2015

Name: _____ Date: February 17, 2016
Position/Title: _____
Review Period: 2015 Signature: _____

Performance Measures:

5 – Exceptional; 4 – Frequently Exceeds Expectations; 3 – Meets Expectations; 2 – Partially Meets Expectations; 1 – Fails to Meet Expectations.

Section 1 – Performance factors:

Score: (1-5)

- | | |
|--|----|
| 1. Job Knowledge & Skills | 1. |
| 2. Work Quality and Results | 2. |
| 3. Customer Oriented | 3. |
| 4. Teamwork and Attitude | 4. |
| 5. Attendance and Punctuality | 5. |
| 6. Independent Initiative | 6. |
| 7. Leadership and Managerial effectiveness (if applicable) | |

Overall Performance Rating (average of 1 through 7)

Section 2 – Goals accomplished this year: (list)

Section 3: Goals and Recommendations for Next year: (list)

Section 4: Additional comments: (Attach additional sheets if necessary.)

Rating Criterion	Description	Examples
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JOB KNOWLEDGE & SKILLS

Understands all aspects and requirements of the job, and possesses the knowledge and skills necessary to perform all job duties proficiently.

- Performs duties with limited assistance
- Uses equipment, software and resources effectively to expedite work
- Understands how own job impacts other departments
- Keeps abreast of new technical developments; strives to maintain up-to-date skills

WORK QUALITY & RESULTS

Meets West Bridgewater's quality standards and achieves desired results with goals and objectives established in 2010 and subsequently as approved by the Selectmen with each additional appraisal.

- Attention to detail
- Balances multiple tasks and emergencies, and meets project deadlines
- Dependable, works consistently according to instruction, requires little or no supervision
- Produces established standard of work
- Completes tasks in a timely manner

CUSTOMER ORIENTED

Business minded, always helpful to customer, understands who the customer is - both internal and external. Takes responsibility for providing quality service, and for keeping focused on "customer" needs.

- Responds in an accurate and timely fashion
- Learns new skills and adapts to changes when required to improve or provide quality service
- Exhibits patience and respect when dealing with difficult customer service issues and willingly assists in a courteous and professional manner

TEAMWORK & ATTITUDE

Helpful and cooperative on all levels within and outside the Town Government. Supports West Bridgewater's processes and policies.

- Takes on tasks which are not part of usual responsibilities
- Respects confidential/sensitive information and limits unnecessary discussion
- Addresses issues with appropriate individuals to solve problems
- Approaches work positively, with interest and willingness
- Represents Town well in appearance and demeanor

ATTENDANCE & PUNCTUALITY

Reliable, works on scheduled days and demonstrates attendance at work in a timely manner. Does not conduct excessive personal business during company time.

INDEPENDENT INITIATIVE

Thinks constructively and originates action. Demonstrates resourcefulness and independent thinking

- Takes the lead to resolve issues
- Takes action to improve efficiency, reduce waste, reduce cost or increase income.
- Explores innovative solutions

LEADERSHIP & MANAGERIAL EFFECTIVENES S

Demonstrates leadership in job performance, sets good example for all to follow. Effectively manages, motivates, and develops staff to achieve departmental and Selectmen goals.

- Assists, trains, and guides co-workers
- Effectively delegates tasks and organizes and directs staff to meet established goals.
- Develops/promotes morale and motivation of staff.
- Fairly and consistently evaluates staff's skills, progress and contributions.
- Documents and coaches performance problems.



Commonwealth Mediation and Conciliation, Inc.
1145 West Chestnut Street, Suite 202
Brockton, MA 02301

Telephone: 508/583-8111
800/540-2624
Fax: 508/583-8334

Website: www.commonwealthmediation.com

February 4, 2016

David Gay, Esquire
Gay & Gay
73 Washington Street
Taunton, MA 02780

RE: Massachusetts Gaming & Entertainment/Town of West Bridgewater, Massachusetts
CMCI File No: A9934

Dear Attorney Gay:

Enclosed please find the arbitrator's decision in the above-entitled matter.

All evidence presented at arbitration will be destroyed after the thirty-day appeal period has run.
If you want any of the exhibits returned, please notify CMCI within the thirty-day period.

Sincerely,

Jonathan D. Prouty
Director of Marketing

Enclosure

Website: www.commonwealthmediation.com



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2-9-16



In the Matter of the Arbitration between
Massachusetts Gaming & Entertainment

VS

Town of West Bridgewater, Massachusetts

CMCI File: A9934

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, and heard on January 29, 2016 and the witnesses having been duly sworn and having duly heard the proofs and allegations of the parties, AWARD as follows:

Evidence:

This hearing was conducted pursuant to the provisions of 205 CMR 125 and the guidelines enunciated in the Handbook for Binding Arbitration between an applicant for a gaming establishment license and a surrounding community. By agreement, there was no direct testimony. Each party relied on the submission of documents, memoranda and oral arguments. All exhibits were entered without objection.

Issue:

What is a reasonable and fair community impact fee?

Facts:

Massachusetts Gaming & Entertainment is an applicant for a Category 1 gaming license, and if successful, said project to be constructed on a portion of the Brockton Fairground off Belmont Street in the City of Brockton, Massachusetts.

The Town of West Bridgewater has been designated as a surrounding community. The Town lies south of Brockton, Massachusetts with its northern border approximately ½ mile from the proposed facility. The parties have submitted a proposed surrounding community agreement



PAGE 2

(copy attached and incorporated by reference into this decision) with every provision agreed to, except that part of Section 2 in bold type, which is in dispute. In essence, the best and final offer of Massachusetts Gaming & Entertainment is the proposed agreement without the language of section 2 in bold type and the best and final offer of West Bridgewater is the proposed agreement with the language in bold type included. The estimated cost of this provision is approximately 1.4 million dollars.

West Bridgewater is the primary gateway for traffic coming from the south to Brockton. A traffic study commissioned jointly by the Town of Easton and West Bridgewater, indicate two major intersections within the town – Route 106 (East Center Street) and East Street and the intersection of Route 28 (North Main Street) at Matfield Street – would be seriously impacted by traffic generated by the proposed Brockton casino. West Bridgewater also has primary responsibility to respond to traffic related accidents on Route 24 for a distance of approximately nine miles.

Massachusetts Gaming & Entertainment also commissioned a traffic study. Its results indicate approximately 78% of the vehicle trips to and from the proposed casino will use Route 24 and will have minimal impact on local roadways in any of the surrounding communities.

Decision:

I find the best and final offer of Massachusetts Gaming & Entertainment to be the more reasonable and fair offer.

I base this primarily on two factors:

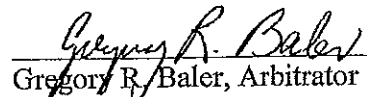
- 1) I find the methodology utilized in their traffic study (a regional gravity model used in the Traffic Impact and Access study prepared for the Brockton site and expanded to cover surrounding communities) to be the accepted and preferred methodology in the industry in determining traffic impact. This study as indicated earlier, concluded the bulk of the expected traffic increase (78%) would occur on Route 24, and there would be negligible impact on the roads of the surrounding communities. The Town of West Bridgewater would experience approximately 0.7% of the traffic generated by the proposed Brockton facility which would result in a total peak hour increase of 6 to 8 vehicles. It also concluded there would not be a significant impact on that section of Route 24 for which the Town of West Bridgewater is responsible.



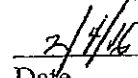
PAGE 3

2) I deem it relevant the proposed agreement with West Bridgewater with an annual community impact fee beginning at \$130,000.00 matches the highest amount to be received by any of the seven surrounding communities that have entered into agreements. It is anticipated the traffic impact to these communities are comparable to that of West Bridgewater.

Lastly, I recognize predicting traffic impact is not an exact science, and if these estimates are considerably off the mark, the Town does have recourse to seek additional compensation from The Community Mitigation Fund.



Gregory R. Baler, Arbitrator



Date

SURROUNDING COMMUNITY AGREEMENT

By and Between the Town of West Bridgewater, Massachusetts

and

Mass Gaming & Entertainment, LLC

This Surrounding Community Agreement (the "**Agreement**") is made and entered into as of February 4, 2016 (the "**Effective Date**"), by and between the Town of West Bridgewater, Massachusetts, a municipality of the Commonwealth of Massachusetts with its offices at 65 North Main Street, West Bridgewater, MA 02379 (the "**Town**"), and Mass Gaming & Entertainment, LLC, a Delaware limited liability company with its principal office at 900 North Michigan Avenue, Chicago, Illinois 60611 ("**MGE**") (each a "**Party**", both collectively, the "**Parties**").

WHEREAS, MGE is in the process of applying to the Massachusetts Gaming Commission (the "**Commission**") for a Category 1 gaming license as defined by Chapter 23K of the General Laws of the Commonwealth of Massachusetts ("**Chapter 23K**" or the "**Act**"), to construct and operate a gaming establishment and ancillary hotel, dining, entertainment, and other amenities (collectively, the "**Project**") to be built on a portion of the Brockton Fairground off Belmont Street in Brockton, Massachusetts (the "**Property**");

WHEREAS, as provided for by Chapter 23K, MGE has entered into a Host Community Agreement with the City of Brockton, which calls for MGE to work in a good faith and non-discriminatory manner to give reasonable preference in the hiring for Project construction jobs and permanent Project positions, first to properly-qualified Brockton residents, and then to properly-qualified residents of Surrounding Communities, and to utilize properly-qualified, price-competitive local contractors and suppliers for the operation of the Project and to provide reasonable assistance to such local vendors in satisfying the Commission's requirements;

WHEREAS, the Town and MGE anticipate that the Project will create regional benefits for Brockton and its surrounding and adjacent communities, including the Town, and Chapter 23K provides a mechanism for the applicant for a Category 1 gaming license to enter into an agreement with a Surrounding Community, setting forth a Community Impact Fee for the Surrounding Community to address the adverse impacts, if any, on the Surrounding Community, and all stipulations of responsibilities between the Surrounding Community and the applicant;

WHEREAS, in addition to any payments to be provided by MGE under this Agreement, the Town has the right to seek and intends to seek monies available to the Town under the Act, including but not limited to, those monies in the Community Mitigation Fund; and

WHEREAS, in furtherance of these goals, and in satisfaction of the requirements of Chapter 23K, the Parties are entering this Agreement to set forth their mutual understandings in effectuating the purposes set forth above.

NOW, THEREFORE, in consideration of the promises, terms, conditions, agreements, and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

Any term used in this Agreement that is defined in Section 2 of Chapter 23K shall be given such definition for purposes of this Agreement unless a different definition is expressly provided herein.

1.1 "Annual Community Impact Fee" means an annual Community Impact Fee in the amount of \$130,000.00 (One Hundred Thirty Thousand Dollars), paid in Quarterly Installments by MGE to the Town. The amount of the Annual Community Impact Fee will increase by five percent (5%) on the fifth anniversary of the day the Project is first Open for Business to the General Public to \$136,500.00 (One Hundred Thirty-Six Thousand, Five Hundred Dollars), by an additional five percent (5%) on the tenth anniversary of the day the Project is first Open for Business to the General Public to \$143,325.00 (One Hundred Forty-Three Thousand, Three Hundred Twenty-Five Dollars), and by an additional five percent (5%) on each subsequent five-year anniversary for so long as MGE continues to operate the Project.

1.2 "Community Impact Fee" means the payment to the Town called for by Section 15(9) of the Chapter 23K.

1.3 "Comparable Surrounding Community" means any of the municipalities of Abington, Avon, East Bridgewater, Easton, Holbrook, Pembroke, Stoughton, West Bridgewater, and Whitman other than the Town.

1.4 "Quarterly Installments" means that MGE will pay each Annual Community Impact Fee to the Town in four equal, quarterly installments over the course of a 365-day period (366 days when the period includes February 29th of a leap year), with the first installment due on the day the Project is first Open for Business to the General Public, and thereafter on the annual anniversary of that day, and each of the three subsequent installments each year due on the same date of the month of the first installment, but three, six, and nine months thereafter. By way of example, if the Project is first Open for Business to the General Public on June 10th, then the first quarterly installment would be due on that date and the subsequent quarterly installments would be due on September 10th, December 10th, and March 10th. If the date for payment of a quarterly installment falls on a weekend or holiday, MGE will pay that quarterly installment on or before the next following business day. MGE may pay at its election any quarterly installment before it is due; any such early payment by MGE of a quarterly installment will not change the dates on which subsequent quarterly installments are due.

1.5 "Open for Business to the General Public" means that the Project's gaming area (as defined in the Act) is open for business to the general public.

1.6 "Project License Fee" means the Category 1 gaming establishment license fee paid by MGE for the Project under Section 10(d) of Chapter 23K.

Section 2. Community Impact Fee.

On or before one year after MGE pays the Project License Fee, but before the Project is Open for Business to the General Public, on a date of MGE's choosing, MGE will pay the Town an initial Community Impact Fee in the amount of \$60,000.00 (Sixty Thousand Dollars).

Contemporaneous with or after MGE's payment to the Town of the initial Community Impact Fee, but on or before the date the Project is first Open for Business to the General Public, on a date of MGE's choosing, MGE will begin making Annual Community Impact Fee payments to the Town, with the payment of subsequent Annual Community Impact Fees to begin on the anniversaries of the day the Project is first Open for Business to the General Public. MGE's obligation to pay Annual Community Impact Fees to the Town will continue until the expiration or earlier termination of MGE's initial Category 1 gaming license or any renewal thereof, as applicable.

Section 3. Reimbursement of Consulting and Legal Fees

Notwithstanding anything else in this Agreement, within thirty (30) calendar days after the execution of this Agreement, MGE shall reimburse the Town for up to Ten Thousand Dollars (\$10,000.00) in third-party, out-of-pocket consulting and legal fees incurred by the Town in connection with evaluating the impacts, if any, of the Project on the Town and with negotiating and executing this Agreement and advising the Town regarding the same, for which the Town provides MGE with copies of third-party invoices; provided that the Town need not provide MGE with the portions of invoices from the Town's legal counsel containing descriptions of the work performed, and that MGE will pay such invoices without dispute as to amount (subject to the aforementioned \$10,000.00 aggregate limit). This consultant and legal fee reimbursement shall not be subject to setoff or reduction for any reason, and this obligation shall survive the termination of this Agreement and shall be unaffected by whether the Commission awards a Category 1 gaming license to MGE.

For avoidance of doubt, MGE's reimbursement under this Section 3 of the Town for third-party, out-of-pocket consulting fees incurred by the Town shall be in addition to the up to Twenty-Five Thousand Dollars (\$25,000.00) that MGE agreed to pay the Town of Easton (acting on behalf of itself and West Bridgewater) toward the cost of hiring BETA Group, Inc. to prepare its "Traffic Assessments Related to Brockton Casino - Town of Easton and West Bridgewater."

Section 4. Town Obligations

In consideration of the mitigation measures that MGE will undertake, and in further recognition of the benefits the Project will bring to the Town, the Town will do the following:

4.1 Not Oppose MGE's license application

The Town will not oppose MGE in its application for a Category 1 gaming license from the Commission. Nothing herein shall be construed to preclude any Town resident or employee from exercising his or her personal, constitutional rights of expression or to petition government.

4.2 No new taxes or fees targeting the Project

The Town will not attempt, directly or indirectly, to adopt or implement, nor will the Town accept, any taxes, fees, or other assessments specific or unique, by language or effect, to a gaming establishment, its customers, employees, tenants, vendors, suppliers, or owners that do not generally apply to non-gaming businesses in the Town. Nothing herein shall prevent the Town from seeking or accepting any grant or other funds from the Commonwealth of Massachusetts available to municipalities under the Act, including, but not limited to, from the Community Mitigation Fund under G.L. c. 23K, § 61, and the request for or award of any such funds by or to the Town shall not

change the timing of or the amount of the initial Community Impact Fee or the Annual Community Impact Fee.

Section 5. Term.

The term of this Agreement commences on the Effective Date and will end on the earliest of:

- A. Any date on which MGE provides written notice that it elects to abandon efforts to obtain a Category 1 gaming license for the Project;
- B. Any date on which the Commission has issued a Category 1 gaming license for Region C to another applicant and MGE has provided written notice that it has decided to discontinue pursuit of a Category 1 gaming license for the Project;
- C. Any date on which MGE provides written notice that it elects not to construct, or to permanently cease operations of, the Project;
- D. Any date upon which the Category 1 gaming license previously issued to MGE for the Project is revoked, rescinded, or expires without having been renewed; or
- E. By the mutual agreement of the Parties to terminate the Agreement.

Section 6. Notices.

Any notices given under this Agreement must be made in writing and delivered by hand, nationally-recognized overnight delivery service, or certified mail, postage pre-paid (return receipt requested), and will be effective upon receipt for hand or overnight delivery, and three (3) calendar days after mailing for mailed notice, to the other Party at the following addresses:

If to the Town:

West Bridgewater Board of Selectmen
West Bridgewater Town Hall
65 N. Main Street
West Bridgewater, MA 02379
Attn: Town Administrator

With a copy to:

Gay & Gay, P.C.
73 Washington Street
P.O. Box 988
Taunton, MA 02780
Attn: David Gay, Esq.

If to MGE:

Mass Gaming & Entertainment, LLC
900 N. Michigan Avenue, Suite 1600
Chicago, IL 60611
Attention: Legal Department

With a copy to:

Dain, Torpy, Le Ray, Wiest & Garner, P.C.
745 Atlantic Avenue, 5th Floor
Boston, MA 02111
Attention: Charles N. Le Ray, Esq.

After the Project is first Open for Business to the General Public, with a 2nd copy to:

[Name of Category 1 gaming establishment to be provided by MGE]
[Street address to be provided by MGE]
Brockton, MA 02301
Attention: General Manager

Any Party may change its notice address(es) hereunder by giving notice to the other of the new notice address(es) as provided by this section.

Section 7. Limitation on Liability.

The Parties agree that neither Party shall be liable for indirect, special, consequential, or punitive damages arising out of or related to this Agreement. For avoidance of doubt, the Parties agree that MGE's only obligations under this Agreement shall be to make the payments to the Town provided for under Sections 2, 3, and 9 of this Agreement and to provide the Town with such notice as may be required under Sections 5, 10.5, and 10.8 of this Agreement.

Section 8. No Third Party Beneficiaries.

No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities of and between the Town and MGE, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, municipal entity, or any other third party.

Section 9. Transferability/Assignment

MGE may transfer or assign, subject to the Act and the Commission's regulations, its rights and obligations under this Agreement to any transferee or assignee of the Category 1 gaming license to operate the Project as approved by the Commission, provided that the transferee or assignee assumes all obligations and liabilities hereunder. The Town will be bound by this Agreement regardless of any such transfer or assignment. Any transferee or assignee of MGE will likewise be bound by this Agreement to the fullest extent allowed by law and shall promptly give notice to the Town as provided herein upon the completion of such transfer or assignment. For the avoidance of

doubt, after any transfer or assignment of the Agreement in accordance with the terms of this Section 9, MGE shall have no further obligations under this Agreement provided that MGE has paid and performed all of its obligations up to the date of assignment or transfer, and further provided that the assignee or transferee has accepted and assumed all of MGE's responsibilities under this Agreement.

The Town acknowledges and agrees MGE and its successors or assigns may, at any time and on one or more occasions, to provide security to a lender, mezzanine lender, or equity holder in connection with a financing or equity contribution, pledge or otherwise collaterally assign this Agreement and all documents, agreements, understandings, and arrangements relating to the transaction contemplated by this Agreement. The Town will, to the extent permitted by law, within fifteen (15) business days after receiving such a request, or within a commercially reasonable time thereafter, execute any commercially reasonable and customary instruments that do not deviate from, limit, or waive its rights or increase its obligations, provided that MGE shall within thirty (30) calendar days after receipt of invoices (which need not include the portions containing descriptions of the legal work performed) reimburse the Town for any reasonable legal fees and expenses incurred in reviewing and evaluating such request(s).

The Town shall not transfer or assign, in whole or in part, its obligations or benefits under this Agreement.

Section 10. Miscellaneous.

10.1 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject hereof. No agent, representative, employee, or officer of the Town or MGE has authority to make, or has made, any statement, agreement, or representation, oral or in writing, in connection with this Agreement which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter the terms and conditions of this Agreement. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or to any of its terms and conditions shall be valid or binding unless memorialized by a written amendment signed by both Parties in accordance with the terms and conditions of this Agreement.

10.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Facsimile or electronically-scanned signatures shall be considered as valid signatures as of the date thereof.

10.3 Construction of Agreement. The Parties each acknowledge that they were represented by separate and independent counsel in connection with the drafting, review, and negotiation of this Agreement, and that this Agreement shall not be subject to the principle of construing its meaning, or the meaning of any part of the Agreement, against the Party that drafted the same. Each Party acknowledges that it relied solely on its own judgment, legal counsel, and other advisors in entering this Agreement, without relying in any manner on any statements, representations, or recommendations of the other Party other than as expressly set forth in this Agreement, that it understands and accepts the implications of this Agreement, and that it voluntarily entered into this Agreement.

10.4 Amendment. This Agreement shall not be amended except upon the written consent of both Parties.

10.5 Town's Termination Right. Upon entering any surrounding community agreement with a Comparable Surrounding Community, MGE will provide a copy of that agreement to the Town. If that agreement is More Beneficial to the other community (exclusive of a surrounding community agreement entered into as a result of an adverse ruling in an arbitration proceeding under 205 CMR 125.01(6)(c)(7), in which the arbitrator selects the best and final offer of such other surrounding community) then within fourteen (14) calendar days after receipt of a copy of such agreement, the Town may elect in writing to terminate this Agreement. For purposes of this paragraph, the term "More Beneficial" means that a surrounding community agreement with a Comparable Surrounding Community includes: (a) initial or annual Community Impact Fee payments in excess of those provided under Sections 1 and 2 hereof; (b) other payments not provided for herein; (c) MGE's construction, installation, or funding of public infrastructure improvements or other improvements within such Comparable Surrounding Community; or (d) hiring or vendor preferences that exceed those stated herein or give priority to such Comparable Surrounding Community beyond those provided for herein. In the event of such termination, the parties shall negotiate in good faith toward executing a new Surrounding Community Agreement. If the parties are unable to negotiate a new Surrounding Community Agreement within thirty (30) calendar days after termination, the parties shall notify the Commission and engage in binding arbitration, pursuant to the provisions of 205 CMR 125.01(6)(c), and the Commission's *Handbook for Binding Arbitrations Between An Applicant For a Gaming Establishment License and a Surrounding Community to Reach a Surrounding Community Agreement*.

10.6 Governing law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, as amended from time to time, including without limitation Chapter 23K and the Commission's rules and regulations, without regard to the Commonwealth's conflict of laws provisions. Any dispute arising under or in connection with this Agreement shall be within the exclusive jurisdiction of the Massachusetts Superior Court for Suffolk County.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF MGE AND THE TOWN, AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

Notwithstanding the foregoing provisions for forum selection, the Parties agree that before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. If the Parties agree to engage the services of a professional mediator or arbitrator, MGE and the Town will bear the cost of such services equally, and the non-prevailing Party in any arbitration or litigation between the Parties shall promptly reimburse the prevailing Party for the prevailing Party's reasonable costs, including attorneys' fees, as shall be awarded by such arbitrator or court.

10.7 Relationship of the Parties. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for the purpose of affecting the provisions of this Agreement. The Parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither Party has the authority to make any statements, representations, promises, or commitments of any kind on behalf of the other Party.

10.8 Force Majeure. MGE shall not be in default in its performance of its obligations under this Agreement to the extent that performance is impaired by a Force Majeure event attributable to circumstances beyond MGE's reasonable control. If MGE is delayed or prevented in the performance of any obligation under this Agreement by a Force Majeure event, it will provide reasonable notice to the Town of the circumstances delaying or preventing performance and the expected duration thereof, if known.

10.9 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and upon their respective successors and assigns.

10.10 Exercise of Rights and Waivers. The failure of any party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

10.11 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and vice versa, and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

10.12 Authority. Each Party represents and warrants to the other that it has full power and authority to enter this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on that Party's behalf has the authority to sign and to bind that Party.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date set forth above, on the date(s) set forth below.

Mass Gaming & Entertainment, LLC

**Town of West Bridgewater, Massachusetts
acting by and through its Board of Selectmen**

By: Neil G. Bluhm
Title: Chairman
Date:

Name:

Name:

Name:

Date:



Board of Selectmen

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

Town Hall Parking Policy

The following is the policy of the Board:

- All Town Hall employees, who work the same hours that the Town Hall is open, regardless of whether full time or part time, shall park their vehicles to the perimeter of the parking lot.
- Authorized parking spots shall include all spaces so marked as employee parking spaces adjacent to the Gazebo lawn area and the ballpark. ***Parking is also authorized in the north line of spaces closest to the Town Hall.***
- A number of parking spaces will be painted in the spring near the old Fire Barn. Once those spaces are painted, they shall become authorized employee parking spots.
- If no employee parking spaces are available, parking is authorized on the north side of the Gazebo lawn area.

Exceptions

- After Town Hall hours, such as for meetings of Boards and Committees or other events that the Town Hall is being utilized.
- Handicap parking
- If a medical condition necessitates, an employee may park in the center of the lot but only AFTER providing a medical note to the Town Administrator from the employees' doctor. Medical exceptions are temporary and if longer than a few weeks, a handicap placard must be secured.
- During extreme inclement weather, the Town Administrator, at his/her discretion, may temporarily waive the policy.

Non-Compliance

1st Violation – A written warning will be given to the employee from the Town Administrator.

2nd Violation – A written warning will be given to the employee from the Town Administrator, copied to the Board and to the employees' Appointing Authority. Said warning shall be placed in the employees' personnel folder noting that non-compliance is equivalent to insubordination.

3rd Violation – The Town Administrator shall be empowered to tow the employees' vehicle at the employees' expense and/or recommend disciplinary action, up to and including termination, by the Board.

Adopted January 20, 2016

West Bridgewater Board of Selectmen

Nancy J. Maloney, Chairman

Eldon F. Moreira, Vice-Chairman

Jerry D. Lawrence, Clerk



Board of Selectmen

Town Hall
65 North Main Street
West Bridgewater, MA 02379
508-894-1267
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Adopted January 20, 2016

West Bridgewater Board of Selectmen

Nancy J. Maloney, Chairman

Eldon F. Moreira, Vice-Chairman

Jerry D. Lawrence, Clerk

DEVELOPMENT AGREEMENT

This Development Agreement is made on this day of February, 2016 by and between **Eagle Advertising, LLC, LLC**, a Massachusetts limited liability company, having a usual place of business at 323 Manley Street, West Bridgewater, MA 02379 (hereinafter "Eagle Advertising, LLC ") and the **Town of West Bridgewater**, a Massachusetts municipal corporation duly established under the laws of the Commonwealth of Massachusetts, with offices located at West Bridgewater Town Hall, 65 North Main Street, West Bridgewater, Massachusetts 02379, acting by and through its duly elected Board of Selectmen (hereinafter the "Town of West Bridgewater") (collectively hereinafter the "Parties").

RECITALS

WHEREAS, Eagle Advertising, LLC has applied to and has been approved by: (i) the Town of West Bridgewater Zoning Board of Appeals for a Special Permit and Variance; and (ii) the Town of West Bridgewater Conservation Commission for an Order of Conditions and amendment thereto (hereinafter the "Town Permits") to allow for the construction and operation of an electronic advertising board with digital copy (hereinafter the "Digital Advertising Board") at property located at 320 Pleasant Street, West Bridgewater, Plymouth County, Massachusetts (hereinafter the "Property").

WHEREAS, Eagle Advertising, LLC has constructed the Digital Advertising Board in accordance with the Town Permits.

WHEREAS, the Digital Advertising Board has been and will continue to be operated in accordance with the Massachusetts Department of Transportation Regulations 700 CMR 3.00 regulating the Control and Restriction of Billboards, Signs and other Advertising Devices (hereinafter the "State Regulations").

WHEREAS, Eagle Advertising, LLC has applied to the West Bridgewater Zoning Board of Appeals for a modification of the Special Permit to relocate the Digital Advertising Board further east on the property in closer proximity to state highway Route 24 (hereinafter the "Relocation Permit").

WHEREAS, the parties agree that, as mitigation for the impacts caused by the construction and proposed relocation of the Digital Advertising Board, the Town of West Bridgewater should receive payments as described herein, in the event that the Relocation Permit is issued along with any and all other local, state and federal approvals required to authorize the relocation and operation of the Digital Advertising Board.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and accurate and are incorporated herein as part of this Development Agreement.
2. In the event that the Town of West Bridgewater issues the Relocation Permit and Eagle Advertising, LLC obtains all other necessary permits and approvals to replace and operate the Digital Advertising Board at the Property, then Eagle Advertising, LLC agrees to pay an annual mitigation fee in accordance with the fee schedule attached hereto and incorporated herein as Schedule A for each year that the Digital Advertising Board is operational at the Property (hereinafter the "Mitigation Fee"). The Mitigation Fee is to be used by the Town of West Bridgewater to offset any impacts directly or indirectly relating to the Digital Advertising Board at the Property, as the Town sees fit, subject to the conditions set forth herein. The Mitigation Fee is inclusive of, and not in addition to, the scholarship contribution set forth in Amended Special Condition No. 9 of the Amended Order of Conditions (DEP File No. 328-573) as issued by the West Bridgewater Conservation Commission on September 28, 2015.
3. Eagle Advertising, LLC shall be obligated to pay the first installment of the Mitigation Fee to the Town of West Bridgewater thirty (30) days after the last of the following conditions has been satisfied: (i) the granting of the Town Permits and the expiration of any appeal period relative thereto; (ii) the issuance of all other necessary permits, approvals and licenses for the relocation and operation of the Digital Advertising Board and the expiration of any appeal period relative thereto; and (iii) the issuance of a building permit by the Town of West Bridgewater for the relocation of the Digital Advertising Board.
4. The first installment of the Mitigation Fee, due in accordance with Provision 3 hereof, shall be paid in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) representing the Mitigation Fee due relative to years one (1). Thereafter, installments shall be paid annually, in advance, commencing on the one (1) year anniversary of the due date of the first installment and shall terminate in accordance with Provision 6 hereof. Notwithstanding the foregoing, the Town of West Bridgewater shall release and hold harmless Eagle Advertising, LLC from and against any and all claims brought by any third parties deriving or resulting from the Mitigation Fees paid to the Town of West Bridgewater.
5. The Town of West Bridgewater shall cooperate, to the extent necessary, with Eagle Advertising, LLC's efforts to secure any and all permits, approvals and licenses for the Digital Advertising Board, as presently designed, from any other governmental authority.
6. This Development Agreement shall remain in effect for a period of thirty (30) years from the date of execution. Notwithstanding the foregoing, in the event that Eagle Advertising, LLC ceases to operate a Digital Advertising Board, or any

other similar form of advertising at the Property prior to the expiration of said thirty (30) year period then it may unilaterally terminate this Development Agreement by providing thirty (30) days written notice to the Town of West Bridgewater at which time the rights and obligations hereunder shall cease.

7. Eagle Advertising, LLC shall designate six (6) hours per month of total advertisement time to the Town of West Bridgewater for non-commercial public service announcements (hereinafter the "PSA's"). Any unused space shall be forfeited and shall not roll over to any subsequent month. Said time shall be equally distributed throughout the hours of operation of the Digital Advertising Board in the discretion of Eagle Advertising, LLC. The Town Administrator, or its designated agent will coordinate, with Eagle Advertising, LLC, the content, design and the placement of the PSA's. Eagle Advertising, LLC shall have the opportunity to review and approve all advertising material submitted by the Town of West Bridgewater prior to its display, such approval not to be unreasonably withheld. Eagle Advertising, LLC may request reasonable revisions thereto or may reject the advertising material if they reasonably believe that said material violates this Development Agreement or any law, rule, regulation or permit governing the operation of the Digital Advertising Board. The Town of West Bridgewater agrees to release and hold harmless Eagle Advertising, LLC from and against all losses, actions or liabilities arising from or in connection with any allegation that any portion of the PSA's infringes or violates the rights, including but not limited to, copyright, trademark, trade secret or any similar right or any third party.
8. This Development Agreement shall be binding upon Eagle Advertising, LLC and its successors and/or assigns. It is understood and agreed by the Parties that Eagle Advertising, LLC may assign its interest in this Development Agreement, without the consent of the Town of West Bridgewater, to: (i) a third party that acquires title to the Digital Advertising Board; (ii) a third party that becomes a lessee to Eagle Advertising, LLC relative to the Property; (iii) a third party that acquires the majority of the assets of Eagle Advertising, LLC; or (iv) a third party that acquires a majority of the member interest of Eagle Advertising, LLC; provided that Eagle Advertising, LLC provides notice of this Agreement to any such entity and Eagle Advertising, LLC provides prior notice to the Town of any such transfer, sale, assignment or lease.
9. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts and may be enforced only in a Massachusetts Court of competent jurisdiction.
10. The Parties shall bear their own legal fees and other costs incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby unless otherwise set forth herein.

11. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by facsimile with confirmation copy mailed by regular mail, or mailed postage prepared by registered or certified mail, return receipt requested, addressed:

a. In the case to Eagle Advertising, LLC to:

Brian J. McLaughlin, Manager
323 Manley Street
West Bridgewater, MA 02379
Telephone Number: (508) 942-1960

with a copy to:

Walter Mirrione, Esquire
Mirrione Law Group, LLC
323 Manley Street
West Bridgewater, MA 02379
Facsimile Number: (508) 857-0751
wmirrione@mirrionelaw.com

b. In the case to the Town of West Bridgewater:

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

with a copy to:

Notices shall be effective upon such personal delivery, or if facsimile or electronic mail, upon the date faxed or emailed with confirmation copy sent by registered or certified mail, or if mailed, upon the date of deposit with the U.S. Mail, if sent by registered or certified mail.

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12. In the event that any provision, condition or requirement of this Development Agreement is determined to be invalid, such invalidity shall not operate to void the remaining provisions of this Development Agreement unless such invalidity has a material impact on the Parties' performance. Furthermore, in the event of such a determination of invalidity, the Parties shall use reasonable efforts to reform and amend the agreement to maintain the presently existing terms and conditions.
 13. This Development Agreement represents the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Notwithstanding such premise, the parties acknowledge that the Town Permits and any other permit or approval may contain requirements and conditions not referenced herein
 14. By executing this Development Agreement, the Parties represent that they have the legal right, power and authority to enter into this Development Agreement and to perform all of the obligations hereunder.
 15. This Agreement may be executed in multiple counterparts.
 16. This Agreement supersedes all prior agreements, if any, and other understandings between the parties hereto, and they shall not be bound by any terms, conditions, statements or representations, oral or written, not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be signed, sealed and delivered, in multiple counterparts, by their respective duly authorized representatives, as of the date first written above.

Eagle Advertising, LLC,

Town of West Bridgewater

By:
Brian J. McLaughlin, Manager
duly authorized

By:

duly authorized

Schedule A

Year	Mitigation Fee	
1	\$	12,500.00
2	\$	12,500.00
3	\$	12,500.00
4	\$	12,500.00
5	\$	12,500.00
6	\$	13,750.00
7	\$	13,750.00
8	\$	13,750.00
9	\$	13,750.00
10	\$	13,750.00
11	\$	15,125.00
12	\$	15,125.00
13	\$	15,125.00
14	\$	15,125.00
15	\$	15,125.00
16	\$	16,637.50
17	\$	16,637.50
18	\$	16,637.50
19	\$	16,637.50
20	\$	16,637.50
21	\$	18,301.25
22	\$	18,301.25
23	\$	18,301.25
24	\$	18,301.25
25	\$	18,301.25
26	\$	20,131.38
27	\$	20,131.38
28	\$	20,131.38
29	\$	20,131.38
30	\$	20,131.38

Town of West Bridgewater and Next Step Living

Memorandum of Understanding

Next Step Living (NSL) is a Massachusetts-based residential energy efficiency company that provides Mass Save energy assessments and rebates to Eversource, National Grid and Columbia Gas electric and gas customers. NSL has experience partnering with communities to create high performing residential energy efficiency programs. NSL is currently running programs in many locations including Boston, Somerville, Newton, Cambridge, Lowell, Quincy, Swampscott and Winchester. The following is an outline for implementation of a program in West Bridgewater designed to help the Town promote energy efficiency and reduce residential energy use.

The Town of West Bridgewater seeks to provide resources to its residents to reduce energy consumption in their homes. A primary strategy to achieve this goal is to encourage residents to improve the energy efficiency of their homes through weatherization and heating system upgrades. In order to identify and prioritize these projects, as well as make the necessary work more affordable, the program will connect residents with no-cost energy Mass Save home energy assessments and rebates.

The Town of West Bridgewater Assessors data indicates that there are approximately 2,562 household units in 1-4 family buildings eligible for this program. Next Step Living will create a program to provide energy assessments at double the 2015 run rate, setting a goal of 120 completed assessments by December 31st, 2016.

To promote the program and provide the best possible customer experience to West Bridgewater's residents, the Town of West Bridgewater and Next Step Living will encourage households in West Bridgewater to have home energy assessments in order to access Mass Save incentives. Next Step Living will not receive compensation from the Town of West Bridgewater under this Memorandum of Understanding.

Below are the expectations of each party.

Next Step Living will:

- Provide phone numbers and website addresses for interested West Bridgewater households to contact Next Step Living to schedule a Mass Save assessment.
- Provide Mass Save assessments, access to weatherization and applicable heating system rebates and zero interest financing for qualified customers.
- Refer interested and qualified solar customers to NRG Home Solar through September, 2016.
- Refer customers who qualify for the federal Weatherization Assistance Program to the local Community Action Agency.
- Provide information about weatherization and renewable energy services beyond those covered by Mass Save to residents during Mass Save visits.
- Help the Town of West Bridgewater with the design of promotional materials for emails, handouts, posters and banners.

- Help the Town of West Bridgewater plan and staff outreach events and campaigns to promote the program.
- Provide monthly reports on the progress of West Bridgewater residents that sign up via phone , sign up online or sign up at events.
- Assign a point of contact for regular communication.
- All NSL field staff will have a criminal background or CORI check and be drug tested.
- NSL will donate \$15 to the West Bridgewater Emergency Fund for every completed Home Energy Assessment that fulfills the following requirements:
 - NSL completes the assessment
 - Resident signs up through community event developed by or assisted by West Bridgewater Program
 - Resident signs up by calling a phone number provided by NSL
 - Resident signs up through West Bridgewater landing page

The Town of West Bridgewater will:

- Provide non-financial support for a sustained local publicity effort of the Program. Support can include, but is not limited to the following:
 - Agreement to use Town communication channels such as property tax or water bill that is in accordance with state law.
 - No cost access to town buildings for the purpose of holding town meetings to promote the program.
 - Support in mobilizing volunteer resources to support outreach efforts
 - Have point of contact for regular communications
 - Access to publicly available Town records such as assessor's database and permitting data
- Guide households to NSL as the provider of home energy assessments for the program (residents will be informed that there are other providers of the Mass Save Program).
- Encourage Town officials and employees to participate in program to grow Town-wide awareness and participation
- Assist with social media and earned media coverage of progress and milestones

Termination of agreement

Either party may decide to terminate the partnership without cause. Either party may terminate this Memorandum of Understanding at will. Unless otherwise noted, this MOU will terminate on January 1, 2017.

Signature, West Bridgewater

Date

Signature, Next Step Living

Date