



# Board of Selectmen

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

## REVISED AGENDA – JANUARY 19, 2016

### Open Session Agenda Wednesday, January 20, 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. Eric Arbeene, Old Colony Planning Council – Hazardous Mitigation
- 7:15 p.m. Chili Head Barbeque – Discussion on Liquor License
- 7:25 p.m. Ellen Snoyenbos, Library Director
- 7:35 p.m. Town Clerk - Polling Evacuation Policy
- 7:45 p.m. Police Chief Clark – Request for Permanent Intermittent Officers
- 7:50 p.m. Stephen Lang – Economic Development Committee

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

Approve minutes of December 16, 2015

Accept for review minutes of January 6, 2016

Website Update

Set Special Town Meeting Date

Open Special Town Meeting Warrant

Close Special Town Meeting Warrant

Strategic Planning

Update on Dog Park

Temporary Help for Board of Selectmen

**2.) Communication and Reports from Boards, Commissions and Town Officials:**

Announce Registered Nurse Opening

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

Review Letter from OCPC re: Bicycle Pedestrian Advisory Committee.

Notice to Convert 61-A Land

**4.) Public Comment Period**

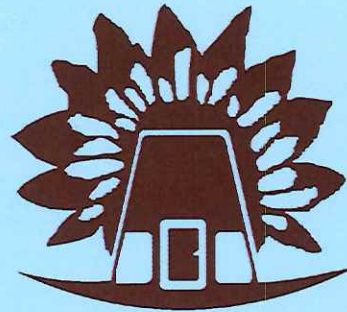
**5.) Town Administrator's Report:**

Town Hall Parking Policy

Update on Brockton Surrounding Community Negotiations

**Evaluation and Negotiation Process for Non-Union Personnel  
(added January 19, 2016)**

Adjourn - Open Session will not reconvene



# Old Colony Hazard Mitigation Plan

West Bridgewater Board of Selectmen

January 20, 2016

Eric Arbeene, AICP  
Old Colony Planning Council

# Old Colony Hazard Mitigation Plan

In 2010, Old Colony Planning Council received a grant from FEMA to update the 2006 Old Colony Hazard Mitigation Plan for 15 communities in the Old Colony region.

The 15 communities included in this Plan are:

- Abington
- Avon
- Bridgewater
- Brockton
- East Bridgewater
- Easton
- Halifax
- Hanson
- Kingston
- Pembroke
- Plymouth
- Plympton
- Stoughton
- **West Bridgewater**
- Whitman



# What is Hazard Mitigation?

Hazard Mitigation refers to any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.

## Preparedness/Response

- Short-Term Fix
- Prepare Humans to Respond

of the response work itself

## v. Mitigation

- Long-term Fix
  - Can Reduce Property Damage
- Project/program does much

# What is a Hazard Mitigation Plan?

Hazard Mitigation Plans are documents that profile specific hazard risks & vulnerabilities and then address & prioritize potential mitigation projects that can reduce those specific vulnerabilities.

The Federal Disaster Mitigation Act of 2000 requires that a community have an approved hazard mitigation plan in order to qualify for federal funding from FEMA's Hazard Mitigation Assistance (HMA) Grant Program.

# Plan Elements

The Plan consists of the following elements:

- Planning Process
- Hazard Identification
- Vulnerability/Risk Assessment
- Mitigation Strategy
- Plan Adoption
- Plan Maintenance



# Plan Element: Planning Process

The Plan's development was guided by members of the Multi-Hazard Community Planning Team.

The Plan included meetings with representatives from each community (Fire, Police, DPW, Engineering, Building, Administration, etc.)

Public outreach consisted of public meetings as well as an electronic survey.



# Plan Element: Hazard Identification

The following hazards were profiled in the Plan:

- Flooding
- Wildfires
- Earthquakes
- Winter Storms
- Urban Fires
- Coastal Erosion
- Hurricanes
- Landslides
- Tsunamis
- Tornadoes
- Extreme Temperatures

Each profile includes a description, potential impacts, locations, history, and a probability of future occurrences.

# Plan Element:

## Vulnerability/Risk Assessment

A vulnerability/risk assessment was developed for each community to determine their vulnerabilities and risks from the aforementioned hazards.

The assessments include:

- A Community Profile noting important geographic and demographic data as well as major land uses and natural features.
- An Inventory of Critical Facilities and their relationship to the aforementioned hazards.



# Plan Element: Mitigation Strategy

After evaluating the hazards, vulnerabilities, risks, and assets in each community, a mitigation action plan was created that detailed a series of actions specific to each community.

Actions can include prevention, property protection, public education and awareness, natural resource protection, structural projects, and emergency services protection.

# Plan Element: Plan Adoption

The Plan received the Approval Pending Adoption (APA) designation from FEMA on August 14, 2015.

The community must adopt the Plan to be eligible for the previously mentioned FEMA hazard mitigation assistance programs.

The Plan update process should begin 3-4 years after adoption. This will give the community sufficient time to update the plan and for MEMA/FEMA approval.



# Plan Element:

## Plan Maintenance

Hazard Mitigation Plans should be evaluated and revised on a continual basis, especially after major weather events.

Old Colony Planning Council looks forward to working with communities to update their hazard mitigation plans on an individual community basis.

The Plan can be seen in its entirety on our website at:

[www.ocpcrpa.org/hmp](http://www.ocpcrpa.org/hmp)

# Questions?

Questions and correspondence regarding the Old Colony Hazard Mitigation Plan should be addressed to:

Eric Arbeene, AICP  
Community Planner  
Old Colony Planning Council  
(508) 583-1833 x213  
[earbeene@ocpcrpa.org](mailto:earbeene@ocpcrpa.org)



## Board of Selectmen

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

January 8, 2016

Mr. Steven Wong  
c/o Chili Head BBQ  
320 West Center Street  
West Bridgewater, MA 02379

**RE: Failure to file proper paperwork - Change of Manager, Transfer of Stock, Transfer of license**

Dear Steven,

Your establishment has been without a manager on record since the summer of 2015. After further inquiries, the first of which took place in September 2015, regarding the status of this paperwork, I have learned that you have also transferred stock to a new partner and that you have discontinued the partnership with Mr. David Diogo, listed as partial owner of the business.

After numerous attempts and conversations to receive the proper paperwork and documentation, this office is still not in receipt of the required paperwork for these transactions. You are therefore in violation of Chapter 138 of the Massachusetts General Laws as well as the Alcohol Policy and Rules and Regulations for Liquor License Holders in the Town of West Bridgewater. As such, the Board of Selectmen requires your presence at their meeting of January 20, 2016 at 7:15 p.m. Failure to report to this meeting may result in the revocation of your liquor license.

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

Sincerely,

Mallory Aronstein  
Executive Administrative Assistant  
Board of Selectmen



## **POLLING EVACUTATION POLICY**

### **DISASTER RELOCATION PLAN FOR POLLING PLACE**

In event of a situation which renders the use of the polling place (The Spring Street School) inaccessible to members of the public, or which renders such polling place unsafe, it is the standard procedure for the polling place to be moved to another acceptable location. For our purposes that location will be the Howard School Gymnasium, 70 Howard St., West Bridgewater, MA

Such a removal shall be implemented when, upon the advice of Police, Fire and/or School personnel, the situation cannot be remedied within 60 minutes or is of uncertain duration. Temporary situations of shorter duration can be managed on site by the warden and election workers directing voters to return when the polling place is secure.

At all times during a temporary shutdown or permanent relocation the ballot counting equipment, ballots and other election materials shall be secured and under the control of the warden and the police officer detail assigned to the polling location.

### **IMPLEMENTING A PERMANENT REMOVAL FOR THE BALANCE OF THE POLLING DAY.**

#### **THE RESPONSIBILITIES OF THE TOWN CLERK:**

- ❖ The Town Clerk will consult with the Police, Fire or School personnel as needed to determine the extent of the emergency.
- ❖ The Town Clerk will inform the chair of the Board of Selectmen of the impending relocation action and secure approvals to remove the polling place to the alternate location. (The Howard School Gymnasium)
- ❖ The Town Clerk will cause signs to be posted at the entrances/or the perimeter of the evacuated polling place informing voters of the relocated polling place, or the expected extent of the temporary emergency.



- ❖ In addition the Town Clerk will make best efforts to inform various media who may be covering the emergency.
- ❖ The Town Clerk will post the information about the emergency and relocation information on the Website of the Town and the Cable TV local channel.
- ❖ The Town Clerk will work with the Police to inform the voters of any relocation. This will be subject to the Public safety needs to inform residents of any information directly related to the emergency.
- ❖ The Town Clerk will attempt to notify any candidate for whom they have contact information.

#### **THE RESPONSIBILITIES OF THE WARDENS:**

- ❖ **DO NOT PERMIT ANY VOTER TO REMOVE BALLOTS FROM THE POLLING PLACE**
- ❖ The Wardens will close down the polling place in accordance with the emergency evacuation instructions that follow. This shut down will include securing the ballots used and unused, reading the vote count of the machine, and securing the "In and Out" books of voter activity.
- ❖ Place any ballots being used by the voter in the spoiled ballot envelope, if time and safety permits, write the name of voter on outside of envelope. When you open the new polling place, give the voters who were voting at the time of the evacuation new ballots, using the spoiled ballot envelope as a guide to check off the voter's name. If the voter names were not written down then those voters need to be check against the "In" and "Out " books to make sure they haven't voted yet. If the voter has not checked out the voter should be issued a new ballot. The number of ballots voted this way should be entered in the Clerk's record.
- ❖ When safety permits, the "In" and "Out" books should be removed from the polling place under the custody of the Warden and carried to the new polling location.
- ❖ The Wardens should take note of the time of closing and the time of reopening and the number of ballots voted during the emergency if any.

❖ **ALL BALLOTS MUST BE ACCOUNTED FOR AND SECURED BEFORE LEAVING THE BUILDING. DO NOT LEAVE UNUSED BALLOTS UNATTENDED DURING AN EVACUATION.**

- ❖ Place all unused ballots, all voting lists and the spoiled ballot envelopes into the plastic ballot boxes by precinct and seal with tab locks.
- ❖ The Election equipment should be secured. Note the ballot number on the machine on the Clerk's Report and turn off the machine. Warden should secure the ballot box making sure that all voting compartments are secure. **LOCK THE AUXILIARY COMPARTMENT AND CLOSE THE OPENING OF THE BALLOT BOX ON TOP OF THE BOX AND LOCK IT.** Assign responsibility for securing the voting equipment to one person, preferably the Warden; if not then the election clerk.
- ❖ Election equipment and ballots will be transported by a warden, election clerk or election worker assisted by the Forestry Dept. If possible a police officer will also accompany the Forestry Dept.; during the transportation and relocation of the equipment and ballots. The Town Clerk's Office will make arrangements with the Forestry Dept. and Police, Fire or School personnel in charge of the situation to safely retrieve election equipment and ballots as soon as is safely possible.
- ❖ In the event that the ballot box cannot be transported to the Howard School, all ballots will be secured and hand counted at end of the polls.
- ❖ Howard School personnel will be requested to provide additional tables and chairs for the use of the alternate polling place if needed. The school personnel will also lock the gymnasium off from the rest of the school; if the school is in session and the voters will only be allowed into the gym by the gym doors.
- ❖ When safety indicates an immediate removal from the polling place, Wardens should exercise their best judgment as to securing the "In and Out" books and other election equipment.
- ❖ The Police detail should remain at all times in the area of the polling place to assist with securing of the ballots and equipment. Also to inform any voters of the new polling location.



- ❖ When opening the alternative polling location the wardens should go through the reopening procedures for the ballot boxes. When re-entering the polls re-open the plastic ballot boxes with the police present.

**MAKE SURE EVERYONE HAS BEEN EVACUATED; THE TOWN CLERK, WARDENS AND POLICE DETAIL ARE THE LAST TO BE EVACUATED.**

### **SHORT TERM EMERGENCY**

- ❖ If an emergency forces the closing of a polling place and can be determined to be less than 60 minutes, the polling place will be maintained at the Spring Street School.
- ❖ **ALL BALLOTS MUST BE ACCOUNTED FOR AND SECURE BEFORE LEAVING THE BUILDING. DO NOT LEAVE UNUSED BALLOTS UNATTENDED DURING AN EVACUATION.**
- ❖ The Election equipment should be secured. Note the ballot number on the machine on the Clerk's Report and turn off the machine. Warden should secure the ballot box making sure that all voting compartments are secure. **LOCK THE AUXILIARY COMPARTMENT AND CLOSE THE OPENING OF THE BALLOT BOX ON TOP OF THE BOX AND LOCK IT.** Assign responsibility for securing the voting equipment to one person, preferably the Warden; if not then the election clerk.
- ❖ If everyone is required to evacuate the building then; place all unused ballots, all voting lists and the spoiled ballot envelopes into the plastic ballot boxes by precinct and seal with tab locks and remove from building along with the ballot boxes. The Police Detail will maintain the security of the ballots, ballot boxes etc. while outside of the building.
- ❖ Wardens may choose to operate outside of the confines of the polling place (i.e. the parking lot) if weather conditions permit and the safety of the voters and election workers can be secured. In this case the "in and out" books should be removed from the polling place along with sufficient ballots to accommodate the expected voters for the short term emergency.

- ❖ Voters should be offered the opportunity to vote outside or may return when the polling place reopens. Those who choose to vote outside should be checked in, in an orderly manner, offered a ballot, and offered a private location to mark their ballot.
- ❖ The Police detail should collect all marked ballots and retain those ballots until such time as the polling place reopens.
- ❖ Wardens should make note of the time of closing and the time of reopening and the number of ballots voted during the emergency.
- ❖ Upon reopening of the polling place wardens should go through the reopening procedures for the scanning machines and then vote each ballot retained by the police detail.

#### **THE POSTPONEMENT OF AN ELECTION DUE TO NATURAL DISASTER OR STATE OF EMERGENCY.**

There is no specific mechanism in the Massachusetts General Laws for canceling or postponing an election. However, there is a "catch-all" provision in the General Laws that gives the Supreme Judicial Court and the Superior Court Department of the Trial Court jurisdiction over civil matters pertaining to election laws. Therefore, the only mechanism for canceling or postponing an election is to seek an order from the court.

If impending weather threatens to make going to the polls unsafe for both poll workers and voters, the Election Division will work with the Town to have their elections rescheduled to a later date and to establish procedures for absent voters and using the ballots printed with the original election date.

The Local Officials should inform the Secretary's office that they are unable to conduct the elections due to extraordinary weather or natural disaster that makes it impossible for local election officials to ensure that all voters would have adequate access to the polls.





Town of West Bridgewater  
**POLICE DEPARTMENT**



Chief of Police Donald H. Clark  
Phone (508) 586-2525  
Fax (508) 894-1295

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

January 6, 2016

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

Dear Board Members,

I would respectfully request that the Board, as the Appointing Authority for the Police Department request a list for two Permanent Intermittent Officers. We currently have only one Permanent Intermittent officer. Thank you.

Sincerely,

Donald H. Clark  
Chief

----- Forwarded message -----

From: **Stephen Lang** <slang@orchardins.com>  
Date: Wed, Jan 6, 2016 at 10:22 AM  
Subject: Selectmen's Meeting  
To: David Gagne <dgagne@wbridgewater.com>

Hey Dave,

I was wondering if I can get on the agenda for the Selectmen's meeting for the 20th? I want to follow up with them in regards to our previous discussion, what they want from the EDC and what their focus is.

Thanks,  
Steve

--  
Stephen Lang  
Sales Manager, GBA  
Orchard Financial & Insurance Services  
700 West Center St, Suite 10  
West Bridgewater, MA 02379  
(P) 508-427-0094  
(C) 617-694-0678



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

Like us on Facebook!

**Are you comfortable with your retirement? Click here to take our brief retirement analysis.**

<https://mail.google.com/mail/u/0/?ui=2&ik=2c7b86ee2e&view=pt&search=inbox&msg=15217b05d765314d&siml=15217b05d765314d>

Minutes of the Board of Selectmen Meeting of Wednesday, December 16, 2015. Present were Nancy J. Maloney, Chairman; Eldon F. Moreira, Clerk. Mr. Jerry D. Lawrence arrived at 7:26 p.m. Also present was David L. Gagne, Town Administrator. The meeting convened in the Selectmen's Meeting Room in Town Hall at 7:00 p.m.

Also present at this time were:

Deputy Fire Chief Kenny May

Firefighter Michael Fournier

Town Clerk Anne Iannitelli

Mr. Gregory Walsh, Architect, Tai Soo Kim Partners

Randall Luther, Architect, Tai Soo Kim Partners

Mr. Mark Bodwell, Principal, Middle Senior High School

Ms. Sarah Smith, School Business Manager

Dr. Patty Oakley, Superintendent of Schools

Mr. Donald Clark, Police Chief

Mr. Victor Flaherty, Lieutenant

Ms. Molly Smith, of the School Committee

Town Accountant Ann MacNaughton

Chairman Maloney welcomed Town Clerk Anne Iannitelli to the meeting and invited her to begin the swearing in process of new firefighter Mr. Michael Fournier.

Mrs. Iannitelli swore in Mr. Fournier.

At 7:04 p.m., Mr. Moreira **MOVED** to take a brief recess. Seconded by Chairman Maloney and so voted. Maloney, yes; Moreira, yes; Lawrence, yes.

The Board reconvened at 7:06 p.m. Present at this time were Mr. Jim Holden, of the School Committee, Lt. Flaherty, Chief Clark, Mr. Walsh, Mr. Luther, Mr. Bodwell, Ms. Sarah Smith, Ms. Molly Smith, Dr. Oakley, and Ms. MacNaughton.

Chairman Maloney noted that Mr. Lawrence would be joining the meeting shortly.

Dr. Oakley discussed the idea of implementing a School Resource Officer. She said the proposal was the result of a meeting with the Chairman of the District Wide Safe Schools Committee and Middle-Senior High School Mark Bodwell, Police Chief Donald Clark and Police Lieutenant Victor Flaherty.

Mr. Bodwell stated that providing a safe environment is essential and that the school system is fortunate to have a wonderful working relationship with the Police Department and Fire Department. He said this relationship is the key to the proposal for a School Resource Officer and to the success of the students and safety for all. Mr. Bodwell said the Legislature added language in the General Laws regarding a School Resource Officer being placed into districts subject to appropriation. He said in this region only Avon and West Bridgewater did not have a School Resource Officer.



Mr. Bodwell said the School Resource Officer would do more than just stand at the gate to guard the students. He said the position would interact daily with the kids and staff and that the officer would visit all of the schools with dedicated hours at each. Mr. Bodwell said the officer would teach DARE classes at the Howard School and potentially expand the program to other grade levels and serve to supplement lessons with guest lectures on classes like Forensics and Contemporary American Issues.

Mr. Moreira asked about the police presence at the schools currently. Mr. Bodwell said that the police officers walk through the buildings regularly one to two times a day. Chief Clark said that there are computers in each school so that the officers can do some paperwork or write reports there.

There was discussion regarding the cost of a School Resource Officer and how it would be funded.

Chairman Maloney asked who would manage the position. Dr. Oakley said that the Police Department would have supervision over the officer and would be a part of the Police Department budget. Chairman Maloney asked if other districts funded the School Resource Officer in this manner. Mr. Bodwell said that it usually is funded this way.

Dr. Oakley said that the officer would still have to go through the Police Academy so the start date would likely be after September if approved. She said the School Resource Officer would help with many issues facing kids aside from gun safety and school shootings, such as drug use, mental illness, and trouble at home.

Mr. Moreira asked if there was a cruiser available already for this new officer to use. Chief Clark said that there are vehicles available. Chief Clark said that another benefit of having a School Resource Officer is that they begin to develop a rapport with the kids and they become a person that a student in trouble would likely report something to.

Mr. Moreira **MOVED** to make funding the School Resource Officer a priority. Seconded by Chairman Maloney and so voted. Maloney, yes; Moreira, yes; Lawrence, absent.

At 7:25 p.m., Mr. Flaherty left the room.

Ms. Sarah Smith, School Business Manager, discussed the Spring Street School roof and its need of repair. She said that that it is an accelerated repair project and the reimbursement rate from the Massachusetts School Building Authority was increased by 3% to 52.69%.

Mr. Lawrence entered the room at 7:26 p.m.

Ms. Smith stated that the estimated cost was higher than expected. She said the MSBA will be voting on January 27 to vote on whether the project will be approved. She said if it is approved, the School Department would be requesting a Special Town Meeting in February and then commence construction when school is out of session.

Chairman Maloney asked how much the project would cost the Town. Mr. Greg Walsh, Architect with Tai Soo Kim Partners, stated \$633,000.

Mr. Randall Luther, architect with Tai Soo Kim Partners, discussed the schematic design of the new roof and said that the Spring Street School roof has posed some challenges as it is all edges. He said the subsurface is still in good condition and that there are no hazardous materials. He said the roof has several scupper drains and they currently cause a wash out in the play area.

At 7:30 p.m. Chairman Maloney paused the presentation to read the Open Hearing Notice for Rego Hospitality dba Epicure on the application of a Beer and Wine On-Premise license and Entertainment license for 320 West Center Street.

Mr. Moreira **MOVED** to open the public hearing. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Luther continued his presentation. He said that the administration was hoping to eliminate the wash out in the play area by removing the scuppers. He said all but one could be removed. Mr. Luther said the existing roof is flat and no longer permitted so the plans call for positive drainage to all drains. Mr. Luther said the roof is visible and the School Department hopes that it will match the roof of the Middle Senior High School. He said the TPO roof was the first choice as it is gray like the Middle Senior High School Roof, but it priced too high so the cost estimate is based on the EPDM roof material. Mr. Luther said this was a common product in the northeast but that it only comes in black or white. He said the proposal includes a black roof, but if the bid proposals come in lower than estimated the TPO roof may be used. Mr. Luther said the stretch energy code dictates a 5-inch minimum which adds cost to the project but helps with energy loss.

Chairman Maloney noted that there has been many roofing projects for the schools. Mr. Jim Holden, Chairman of the School Committee, said this is the last roof. Mr. Luther states that this roof comes with a 20 year warranty.

Mr. Lawrence **MOVED** to go forward with the replacement of the Spring Street School roof. Seconded by Mr. Moreira and so voted unanimously.

At 7:39 p.m., Mr. Lawrence **MOVED** to take a brief recess. Seconded by Mr. Moreira and so voted unanimously.

The Board reconvened at 7:42 p.m. Present at this time were Ms. MacNaughton, Ms. Patricia Sherman, candidate for Council on Aging Board of Directors, Mr. Michael Rego, owner of Epicure, and Chief Clark.

The Board conducted the public hearing to discuss the application of an on-premise Beer and Wine License and application for an Entertainment license. Mr. Michael Rego, owner of Rego Hospitality, dba Epicure, discussed his experience in the food and beverage industry. He said he has worked in the field for about 20 years and he is now realizing his dream of owning his own business. He said he will have a small wine and beer bar featuring jazz music with a small menu that will be small plates.



Chairman Maloney noted that Mr. Rego was TIPS certified and that there would be no more than four employees.

Mr. Moreira **MOVED** to approve the application and forward to the Alcoholic Beverages Control Commission. Seconded by Mr. Lawrence.

Mr. Lawrence asked if Mr. Rego had been in contact with the Board of Health. Mr. Rego said that he had spoken with the Board of Health and understands what he has to do for food service permits.

The Board voted on the motion unanimously in favor.

At 7:45 p.m., Mr. Rego left the room.

At this time, Mr. Moreira **MOVED** to close the public hearing. Seconded by Mr. Lawrence and so voted unanimously.

The Board reviewed a letter of interest from Ms. Patricia Sherman to be appointed to the Council on Aging Board of Directors and a letter of recommendation from the Council on Aging in favor of Ms. Sherman's appointment. Ms. Sherman said she had extensive background in geriatrics as a nurse and that she retired from Life Care two months ago.

Mr. Lawrence **MOVED** to appoint Ms. Sherman to the Council on Aging Board of Directors. Seconded by Mr. Moreira and so voted unanimously.

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

Chief Clark discussed the East Bridgewater Hope Outreach program with the Board. He said that this group resulted from the ongoing opioid epidemic. Chief Clark said that the group meetings the first and third Thursday of the month at the Church on Pleasant Street in West Bridgewater. He said there is no law enforcement involvement and that it serves as a support group to those who feel they are addicted as well as family members of the addicted. Chief Clark said they help people with both inpatient and outpatient services and provide training on Narcan. He said that they survey people on how they learn about the group and that many people learned about it through a reverse 911 call.

Mr. Lawrence asked how someone would register a cell phone for reverse 911. Chief Clark said that anyone can sign up on the Plymouth County Sheriff Department website under Code Red.

Mr. Lawrence **MOVED** to send a thank you note to the East Bridgewater Hope Outreach Program and to offer assistance with anything they may need. Seconded by Mr. Moreira and so voted unanimously.

At 7:56 p.m., Ms. MacNaughton left the room.



Police Chief Clark stated that there have been two full-time patrolmen positions open for awhile and that the department was seeking to fill those positions. He requested that the Board submit a requisition from Civil Service to fill the two positions. Chief Clark said that both positions are in the budget.

Mr. Moreira **MOVED** to submit the requisition to Civil Service requesting to fill two patrolmen positions. Seconded by Mr. Lawrence and so voted unanimously.

At 7:58 p.m., Chief Clark left the room.

Mr. Moreira **MOVED** to approve the minutes of November 19, 2015. Seconded by Mr. Lawrence.

Chairman Maloney said that she would abstain from the vote as she was not present at the meeting.

The Board voted on the motion in favor. Maloney, abstain; Moreira, yes; Lawrence, yes.

Mr. Moreira **MOVED** to accept for review the minutes of December 3, 2015. Seconded by Mr. Lawrence and so voted unanimously.

The Board reviewed the list of Entertainment, Liquor and Public Amusement licenses up for Renewal for 2016. Chairman Maloney read the list of licensees.

Mr. Moreira **MOVED** to renew all liquor licenses for 2016 except the Samoset Rod and Gun Club subject to satisfactory completion of all inspections. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Lawrence **MOVED** to approve the liquor license for 2016 for Samoset Rod and Gun Club subject to satisfactory completion of all inspections. Seconded by Chairman Maloney and so voted. Maloney, yes; Moreira, abstain; Lawrence, yes.

Mr. Moreira **MOVED** to approve the cordials and liqueurs permit for Nara Hookah Lounge subject to satisfactory completion of all inspections. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Moreira **MOVED** to approve the entertainment licenses for 2016 as presented. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Lawrence **MOVED** to approve the Sunday Entertainment license and Public Amusement license for the Charlie Horse of West Bridgewater pending satisfactory completion of all inspections. Seconded by Mr. Moreira and so voted unanimously.

Mr. Lawrence **MOVED** to approve the Common Victualler licenses as presented pending satisfactory completion of all inspections and paperwork. Seconded by Mr. Moreira and so voted unanimously.

Mr. Lawrence **MOVED** to approve the Class I, II and III licenses as presented and the Transfer Station license for Matfield Woods pending satisfactory completion of all inspections and paperwork. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed the population certification form issued by the Alcoholic Beverages Control Commission and noted that there would be no seasonal increase in population in the Town.

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

Mr. Moreira **MOVED** to release the Executive Session minutes of April 16, 2015. Seconded by Mr. Lawrence and so voted unanimously.

The Board reviewed the bid sheet for DPW Services for February 1, 2016 to January 31, 2017.

Mr. Lawrence **MOVED** to award the DPW Services Contract to the bidders as presented in the SERSG Award Sheet. Seconded by Mr. Moreira and so voted unanimously.

The Board discussed appointing a municipal liaison to the State Ethics Commission. Mr. Gagne said that the role of this position would be to provide advice to a board or committee member that was concerned about a vote or action he or she was about to take. He said anyone in this position could call the Lawyer of the Day and seek advice from the State Ethics Commission. Mr. Gagne said a committee or board member could also request to contact Town Counsel through the Town Administrator's Office and seek advice that way. Mr. Gagne said that should the Board go forward with establishing this position, it would have to be a lawyer and it could pose some liability should the person provide incorrect advice. Mr. Lawrence suggested notifying board and committee members of these options available to them. He said that they already receive a disclosure and are required to take a training every two years. Mr. Lawrence said that adding another layer would be redundant.

The Board reviewed a request from Principal Mark Bodwell regarding placing a speed limit sign on Howard Street. Mr. Gagne said that traveling in one direction there are two speed limit signs but in the opposite direction there is only one. He said that the lower speed is not indicated.

Mr. Lawrence **MOVED** to approve the request and go forward with installing the speed limit sign. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed a request from the Spanish Honor Society at the Middle-Senior High School to can at the transfer station for a fundraiser. The Board also reviewed stipulations from the Highway and Vehicle Maintenance Superintendent that the individuals must wear safety vest and must stand inside the gate.

Mr. Moreira **MOVED** to approve the request as long as the participants abide by the stipulations set forth by the Highway and Vehicle Maintenance Superintendent. Seconded by Mr. Lawrence and so voted unanimously.



The Board reviewed a special permit application and site plan review for Casey-Kemp Trust, 265 South Main Street, for Warehouse Storage. Chairman Maloney noted that this application is to amend a pre-existing non-conforming use.

There were no comments from the Board.

The Board reviewed an email from Fire Chief Leonard Hunt regarding appointing Mr. Patrick Harrington to the Computer Advisory Committee as the Fire Department's Representative.

Mr. Lawrence **MOVED** to appoint Mr. Harrington to the Computer Advisory Committee. Seconded by Mr. Moreira and so voted unanimously.

Chairman Maloney stated that she received an email from the Town Accountant requesting that she be able to expand her role in the budgetary process and that she could do so by attending all Finance Committee and Board of Selectmen meetings. Chairman Maloney said that this item should be placed on the next meeting agenda to discuss her request.

Mr. Lawrence **MOVED** to take the matter under advisement until the next meeting. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed a request from the Girl Scouts to use the Town Hall Parking Lot to sell Girl Scout cookies from December 19, 2015 to February 29, 2016 on Saturdays and Sunday.

Mr. Moreira **MOVED** to approve the request. Seconded by Mr. Lawrence and so voted unanimously.

The Board reviewed a letter from Mr. Jason Daniels recommending the appointment of Mr. Jason Ross to the Cable TV Advisory Committee as well as a letter of interest from Mr. Ross to serve on the committee. Mr. Lawrence noted that Mr. Ross serves on another committee that had trouble contacting Mr. Ross and getting him to attend meetings. He said that the office should communicate to Mr. Ross to ensure that he still had the time to volunteer on the committee before the Board takes a vote on the matter.

Mr. Lawrence **MOVED** to table the item until the next meeting. Seconded by Mr. Moreira and so voted unanimously.

During the Public Comment Period, Mr. Lawrence **MOVED** that the Chairman be authorized to expand any liquor license hours that may be requested over the holidays as the next Selectmen's meeting would be too late to accommodate their requests. Seconded by Mr. Moreira.

There was discussion regarding adding this item to the Board of Selectmen Rules and Regulations and to vote on those changes at the next meeting.

The Board voted on the motion unanimously in favor.



Mr. Moreira asked for an update on the Community Compact that the Town applied for with the state. Mr. Gagne said that the proposals were submitted and are now waiting review. Chairman Maloney asked if there was any type of deadline imposed and Mr. Gagne said that there was not.

Mr. Gagne then gave the Town Administrator's report. He updated the Board regarding the Community Video Project which is a free video showcasing the Town. He said that the current video is a couple of years old and is now going to be updated. Mr. Gagne said that he will be working with Dr. Oakley to make sure the new high school is highlighted.

Mr. Gagne then updated the Board regarding the Municipal Modernization Act put forward by Governor Baker. He said that two proposals that the Town submitted during the Municipal Listening Sessions held by the Governor's Office were included in the Municipal Modernization Act. He said the bill calls for eradicating the requirements of advertising hearings and procurement in the newspapers. Mr. Gagne said the bill also relieves limits on end of year transfers for towns, providing more flexibility. He said that the bill also expands the deadline for Town Accountants to file the Schedule A each year.

Mr. Gagne discussed the proposed 40B project on Scotland Street. He said he submitted a letter to MassHousing against the development as it is detrimental to the characteristics of the Town and in a bad spot based on the amount of water in the area. Mr. Gagne said he addressed each waiver for which the developers are asking.

There was discussion regarding the waiver requests.

Mr. Gagne said there was a meeting held for the residents in the area of the proposed development on Tuesday and that they expressed their discontent with the project.

Mr. Gagne discussed an Open Meeting Law complaint filed on June 17, 2015 and the Attorney General's response to that complaint. He said that there were two complaints and that the Attorney General found that the Town was within its rights on one item but there was a violation on the other complaint. Mr. Gagne said he strongly disagreed with the decision and that the Town was within its rights to negotiate with non-union personnel in Executive Session. He said that the law itself does not mention that professional competency cannot be discussed and that it is simply an interpretation. He said there is a 21-day appeal period and that Town Counsel agrees that Town should appeal the decision. Mr. Gagne said that this would be a lengthy process and would require that the Town expend money. He said he will be working with the Massachusetts Municipal Association to help as all cities and towns have a vested interest in this decision. Mr. Gagne said there is no case law on this topic as the interpretation has never been challenged.

Chairman Maloney stated that if the Board voted to appeal, a discussion would be necessary for how the Board would be handling performance evaluations.

Mr. Moreira **MOVED** to appeal the Attorney General's ruling on the Open Meeting Law complaint of June 17, 2015. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Lawrence **MOVED** that the Town Administrator present at the next meeting a proposal for negotiating and performance evaluations for non-union personnel. Seconded by Mr. Moreira and so voted unanimously.

Mr. Lawrence stated that he had worked with Mr. Gagne previously on a bylaw addressing vacant buildings in disrepair. He requested that a discussion on the topic be placed on an upcoming agenda.

Chairman Maloney wished everyone a safe and Merry Christmas.

At 8:41 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 – December 16, 2015.*

- *Presentation on School Resource Officer*
- *Letter from Superintendent of Schools regarding Spring Street School roof replacement project*
- *Public Hearing Notice and application for Beer and Wine and Entertainment licenses for Epicure, 320 West Center Street*
- *Letter of interest to serve on COA Board of Directors from Patricia Sherman*
- *Letter from COA Board or Directors recommending appointment of Ms. Sherman*
- *Pamphlet and information regarding EB Hope program*
- *Letter from Police Chief requesting that the Board submit a requisition for two fulltime patrolman.*
- *Minutes of November 19, 2015*
- *Minutes of December 3, 2015*
- *Renewal Certification for Liquor Licenses*
- *List of 2016 Liquor, Entertainment and Public Amusement licenses for renewal*
- *List of 2016 Class I, II and III dealers, garage repair, transfer station and common victualler licenses for renewal*
- *Inspection reports for Class I and II dealers and garage repair licensees from the Building Inspector*
- *Seasonal population form for the ABCC*
- *Executive Session minutes of April 16, 2015*
- *SERSG contracts for DPW Services*
- *Request for Speed Limit Sign to be placed on Howard Street from Mr. Mark Bodwell*
- *Request from Sarah Oliveira to allow the Spanish Honor Society to can at the Transfer Station for a fundraiser*
- *Special Permit Application and Site Plan Review for Casey-Kemp Trust, 265 South Main Street*

- *Email from Fire Chief Leonard Hunt naming Mr. Patrick Harrington as the Fire Department's representative on the Computer Advisory Committee*
- *Request from the Girl Scouts of West Bridgewater to sell Girl Scout cookies at the Town Hall Parking Lot.*
- *Recommendation from the Cable TV Advisory Committee that Mr. Jason Ross be appointed to the Committee*
- *Volunteer Information Form from Jason Ross to serve on the Cable TV Advisory Committee*
- *Section Summary for An Act to Modernize Municipal Finance and Government*
- *Letter to MassHousing regarding the Town's objections to the proposed 40B Development Cochessett Estates.*
- *Letter from the Attorney General's Office regarding the Open Meeting Law Complaint filed June 17, 2015.*



Minutes of the Board of Selectmen meeting of Wednesday, January 6, 2016. Present were Nancy J. Maloney, Chairman; Eldon F. Moreira, Clerk; Jerry D. Lawrence. Also present was David L. Gagne, Town Administrator. The meeting convened in the Selectmen's Meeting Room in Town Hall at 7:04 p.m.

Also present at this time were:

Mr. Shawn George, President, Samoset Rod and Gun Club

Mr. Myles Heger, Vice President, Samoset Rod and Gun Club

Ms. Barbara George, Secretary, Samoset Rod and Gun Club

Ms. Lisa Sassone, Treasurer, Samoset Rod and Gun Club

Mr. Moreira abstained from the discussion regarding the Change of the Board of Directors for the Samoset Rod and Gun Club.

At 7:05 p.m., Sgt. Christopher Werner entered the room.

Mr. Shawn George, president of the Samoset Rod and Gun Club, stated that they were seeking to change the Board of Directors on the liquor license due to the Club's annual elections.

Mr. Lawrence **MOVED** to approve the change of Board of Directors for the Samoset Rod and Gun Club.

Mr. Lawrence suggested that the Club change its by-laws to reflect longer terms so that they did not have to change their liquor license every year.

Chairman Maloney seconded the motion on the floor. The Board voted in favor of the motion. Maloney, yes; Moreira, abstained; Lawrence, yes.

At 7:08 p.m., Mr. George, Mrs. George, Mr. Heger, and Ms. Sassone left the room. At this time, Lt. Victor Flaherty entered the room.

Mr. Moreira **MOVED** to approve the minutes of December 3, 2015. Seconded by Mr. Lawrence and so voted unanimously.

Mr. Lawrence **MOVED** to accept for review the minutes of December 16, 2015. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed the suggested edits to the Board of Selectmen Rules and Regulations.

At 7:09 p.m., Police Chief Donald Clark entered the room.

There was discussion regarding the changes made to the Rules and Regulations. Mr. Gagne said that the document was updated to reflect the various changes that have been instituted over the last few years such as meeting days, title changes, and what is listed on the agenda.

Mr. Lawrence **MOVED** to adopt the changes as presented. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed a site plan review application from Brian McLaughlin/Eagle Advertising to amend a previously granted special permit for a outdoor advertising billboard on Pleasant Street. Mr. Gagne said that this billboard is already operational but they are looking to move the billboard closer to Route 24. He said they have addressed issues with the Conservation Commission. Mr. Lawrence said that lighting should not be beaming into abutters' windows and that perhaps the billboard can be slightly tilted to accommodate that.

Mr. Lawrence **MOVED** to forward comments concerning shielding the light from neighboring homes to the Zoning Board of Appeals. Seconded by Mr. Moreira and so voted unanimously.

The Board then conducted interviews for two Patrolman positions.

At 7:14 p.m., Sgt. Mike Winkler, Officer Sean Devilly, Sgt. Russ Regan, Detective Jon Craven, and Sgt. Tim Nixon entered the room.

At 7:15 p.m. Mr. Ryan Webby, candidate for Patrolman, entered the room.

Chairman Maloney invited Mr. Webby to share something about himself and why he was interested in becoming a police officer in West Bridgewater. Mr. Webby said that he was interested in serving as a police officer in West Bridgewater because he likes to help people and that it is the best way to give back to his community. He said he grew up in West Bridgewater and currently lives in Town. Mr. Moreira noted Mr. Webby's computer background and asked how he could use those skills to add to the Police Department. Mr. Webby said he was very computer savvy and would be willing to help with any computer issues that may arise. Mr. Moreira asked if Mr. Webby was a people person. Mr. Webby said that he was. He said that he has coached basketball for the last five years and that in his current employment he works well with all types of people. Mr. Webby said that he is a team player. Mr. Lawrence asked Mr. Webby to describe his weakest attribute. Mr. Webby said that he is a bit of a perfectionist and sometimes spends too much time on one task when he could move on to something else. Mr. Lawrence asked Mr. Webby to describe his greatest strength. Mr. Webby said that he is coachable and willing to learn. Mr. Lawrence asked if Mr. Webby had volunteered in any service activities. Mr. Webby said he has coached youth basketball for five years in Brockton. He said he is paid a stipend but that he donates the money so that the team can play in the state playoffs. Chairman Maloney noted that Mr. Webby achieved Power 10 status at his current place of employment and asked Mr. Webby to explain what that meant. Mr. Webby said it is an award for the person who achieves the most insurance policies in the office. He said his is a customer service role and that he is always willing to go above and beyond to help someone. Mr. Moreira asked when Mr. Webby would be able to start. Mr. Webby said after he gave a proper two weeks notice.

At 7:20 p.m., Mr. Webby left the room. At this time, Mr. Jared Percival, candidate for Patrolman, entered the room.



Chairman Maloney invited Mr. Percival to share something about himself and why he was interested in becoming a police officer in West Bridgewater. Mr. Percival said that West Bridgewater was his home and where he has lived his entire life. He said he couldn't think of a better place to keep safe. Mr. Percival said he has always dreamed of being a patrolman. Mr. Moreira noted that Mr. Percival served in the Military Police as the Massachusetts Army National Guard. Mr. Moreira asked how Mr. Percival's time in the service would help him as a police officer. Mr. Percival said that he has completed police training and learned different tactics that could help him in his career as a police officer. He said that he is trainable, that he knows that he can undergo the rigorous training in the police academy, and that he can successfully complete the mentally straining tasks. Mr. Lawrence asked Mr. Percival to describe his greatest strength. Mr. Percival said that he is focused and that he does his work to the best of his abilities. He said he is a team player and a leader. Mr. Lawrence asked Mr. Percival to describe a feature on which his current boss would say he needs to improve. Mr. Percival said his penmanship. Mr. Lawrence stated that he usually asks what a candidate has done to give back to the community. Mr. Lawrence thanked Mr. Percival for his service. Chairman Maloney asked Mr. Percival what prompted him to join the National Guard. Mr. Percival said that being a police officer was a goal of his and that serving in the National Guard would help him achieve that goal. Chairman Maloney asked Mr. Percival what he liked the most about being in the National Guard. Mr. Percival said there is a strong form of brotherhood and camaraderie. Chairman Maloney asked what Mr. Percival disliked about the National Guard. Mr. Percival said he disliked the food. Mr. Lawrence asked Mr. Percival how committed he was to residing in West Bridgewater. Mr. Percival said that he has been in West Bridgewater all of his life and that it is the only place he has ever wanted to live.

At 7:25 p.m., Mr. Percival left the room. At this time, Mr. Ezequiel Sanchez, candidate for Patrolman, entered the room.

Chairman Maloney invited Mr. Sanchez to share something about himself and why he was interested in becoming a police officer in West Bridgewater. Mr. Sanchez said that he is interested in working closer to the community and protecting the community in which he lives. He said that he has had good experiences with officers and would like to continue that. He said he is bilingual which is an asset. Mr. Moreira asked how Mr. Sanchez's education in Criminal Justice and Computer Science would help him in his duties as a police officer. Mr. Sanchez said that his background in Criminal Justice would help as it is directly related to police work. He said that he has had success in computer science and has certifications in various skills. Mr. Moreira asked if Mr. Sanchez would stay in West Bridgewater if he were appointed. Mr. Sanchez said that he wants to settle in West Bridgewater as his family lives here. He said he is interested in having a family here and having a career within the West Bridgewater Police Department. Mr. Moreira asked if Mr. Sanchez was a team player. Mr. Sanchez said he is and that he is very loyal and dependable. He said he is not hard headed and that he is willing to ask for help and learn. Mr. Lawrence asked Mr. Sanchez to discuss his strongest attribute. Mr. Sanchez said that his strength is his perseverance. He said he is goal oriented and he will do anything to achieve his goals. Mr. Lawrence asked Mr. Sanchez to discuss his weakest attribute. Mr. Sanchez said he struggles with public speaking.

At 7:29 p.m., Officer Rich Flaherty entered the room.



Mr. Lawrence asked if Mr. Sanchez had done any volunteer work or community service. Mr. Sanchez said that he has volunteered many hours with Give Kids the World in Orlando. He said volunteers do all sorts of work from serving food to operating a Ferris wheel to taking out the trash. He said the program benefits kids with life threatening illnesses. Mr. Lawrence asked Mr. Sanchez how committed he was to living in West Bridgewater as a resident. Mr. Sanchez said that he is very committed and that he wants to get married and have a family in West Bridgewater. Chairman Maloney asked if Mr. Sanchez has received his degree from UMass Boston. Mr. Sanchez said he has a semester and a half left and that he will finish by next winter. Chairman Maloney asked what attracted Mr. Sanchez to relocate to New England from Florida. Mr. Sanchez said that UMass Boston has a good criminal justice program and the school offered him a starting position as a baseball player. Mr. Sanchez said that his family has lived in West Bridgewater for five years. Chairman Maloney noted that Mr. Sanchez was interested in becoming an undercover investigator or being part of a K9 unit. Chairman Maloney asked what attracted Mr. Sanchez to those two areas. Mr. Sanchez said he has always been attracted to animals especially dogs. He said that he blends in in the community and that would be an asset for an undercover assignment.

At 7:33 p.m., Mr. Sanchez left the room. At this time, Mr. James Brown, candidate for Patrolman, entered the room.

Chairman Maloney invited Mr. Brown to share something about himself and why he was interested in becoming a police officer in West Bridgewater. Mr. Brown said that he has always wanted to be a police officer. He said he grew up in an area with a lot of crime and that urged him to make a positive effect on the community. He said his father worked with juveniles and in youth services which also encouraged him. Mr. Moreira asked how Mr. Brown's training with youth services and his education in criminal justice and sociology would assist him in being a police officer. Mr. Brown said that his background will be beneficial to dealing with both youth and adults in the community. He said he has experience helping people in any way that he can. Mr. Lawrence asked Mr. Brown to describe what he does well at his job. Mr. Brown said that he is good at building relationships with the youth and their families. He said he is there for the kids' best interest as well as their families. Mr. Lawrence asked Mr. Brown to describe how he could improve. Mr. Brown said he has a tendency to go over and above the means of his position which can sometimes sidetrack him. Mr. Lawrence asked if Mr. Brown has completed any volunteer or community service. Mr. Brown said he has spoken at schools and with athletic teams about his experiences and guiding them on the right path. Mr. Lawrence asked if Mr. Brown would be willing to move to West Bridgewater. Mr. Brown said that he would. Chairman Maloney asked Mr. Brown to describe his decision to leave Dean College to go to Marshall University. Mr. Brown said that the running back he played with was recruited by Marshall and he decided to go there as well. Chairman Maloney asked why Mr. Brown left the Department of Youth Services for a Personal Training position and then returned to the Department of Youth Services. Mr. Brown said that he went to California to further his football career and was offered a personal training position while he lived there. Chairman Maloney asked Mr. Brown to describe a day at his current job. Mr. Brown said that he oversees the youth offenders in the morning to make sure that the facility is secured and that the individuals are doing their hygiene

and eating breakfast. He said the kids then go to school after which they have extra curricular activities. He said his job is to maintain order, monitor the staff to make sure they are carrying out their duties, overseeing the youth offenders and supervising. Chairman Maloney asked how many offenders Mr. Brown monitors. Mr. Brown said 11 to 12 individuals. Mr. Gagne asked why Mr. Brown was interested in becoming a K9 officer. Mr. Brown said he was interested in being an veterinarian when he was little as well as being a police officer and being part of a K9 unit is a blend of the two.

At 7:43 p.m., Mr. Brown left the room.

Police Chief Donald Clark read his recommendation of hiring Mr. Ryan Webby and Mr. Jared Percival. Mr. Lawrence asked if the remaining two candidates were being considered for Permanent Intermittent officers. Chief Clark said he would be requesting to appoint them as Permanent Intermittent officers at the next meeting.

Lt. Victor Flaherty described the interview process that the candidates undergo prior to the Selectmen's interviews. He said it is a lengthy, deep rooted process. Lt. Flaherty said that the supervisors come to a consensus on which candidate would be the best fit. He said this is the first time that all the candidates would be a good fit.

At 7:48 p.m., Mr. Webby, Mr. Percival, Mr. Sanchez, and Mr. Brown entered the room.

Chairman Maloney said that the Board has not yet taken a vote on the appointment but that the Police Chief has made his recommendation. She said that all four individuals are great candidates but that there are only two positions available. She said it is encouraging that there were four candidates of this caliber. Chairman Maloney then read the recommendation of Chief Clark to the candidates, noting that the Police Chief recommended the appointment of Mr. Ryan Webby and Mr. Jared Percival.

Mr. Lawrence **MOVED** to appoint Mr. Ryan Webby and Mr. Jared Percival to Patrolman in accordance with the recommendation of the Police Chief. Seconded by Mr. Moreira and so voted unanimously.

At 7:51 p.m., Mr. Lawrence **MOVED** to take a brief recess. Seconded by Mr. Moreira and so voted unanimously.

The Board reconvened at 7:56 p.m. Present at this time was Mr. Jason Ross.

The Board reviewed a letter of interest from Mr. Jason Ross to be appointed to the Cable TV Committee. The Board also reviewed a recommendation from Mr. Jason Daniels, Chairman of the Cable TV Committee, on Mr. Ross' appointment. Mr. Moreira asked if Mr. Ross would have the time to volunteer in his capacity. Mr. Ross said that he did and that since the meetings were held at night they would not conflict with his class schedule. Mr. Lawrence said that the Cultural Council had difficulty contacting Mr. Ross. Mr. Ross said that was the result of an incorrect email address and that there has not been any issues since. Chairman Maloney asked how Mr. Ross envisioned the Cable Committee helping the community. Mr. Ross said that many times



students are interested in staying longer in the studio than the production teacher could so the Cable TV Committee members could step in. He said committee members can also assist residents interested in creating a show or learning about production.

Mr. Moreira **MOVED** to appoint Mr. Jason Ross to the Cable TV Committee. Seconded by Mr. Lawrence and so voted unanimously.

At 8:01 p.m., Mr. Ross left the room.

The Board reviewed notification from Forestry and Parks Superintendent and Tree Warden Christopher Iannitelli regarding the list of trees to be removed and trimmed along the roadside.

Mr. Lawrence **MOVED** to approve the list as presented.

Mr. Moreira noted that a resident has requested that a tree in front of his house be examined.

Mr. Lawrence amended his motion to include that the resident's request be forwarded to the Tree Warden for review. Seconded by Mr. Moreira and so voted unanimously.

The Board reviewed a letter from National Grid regarding a donation of clean processed gravel for the Rail Trail. Mr. Gagne said that National Grid may have some leftover gravel and that they were interested in donating it to the Town.

Mr. Moreira **MOVED** to accept the donation of clean processed gravel from National Grid. Seconded by Mr. Lawrence and so voted unanimously.

During the Public Comment Period, Mr. Moreira discussed the vandalism at Pleasant Hill Cemetery. Mr. Lawrence stated that for the third time Mr. Steve Springhetti of Springhetti Masonry has volunteered his time and effort and materials to restore the stones. He thanked the Springhetti family for their generosity.

Mr. Lawrence stated that the dedication for the newly named MacDonald-Brown meeting room on the first floor will take place sometime in March to coincide with Women's History Month.

Mr. Gagne gave the Town Administrator's Report. He discussed a draft evaluation and negotiation process for non-union personnel.

Mr. Moreira **MOVED** to accept for review the draft proposal. Seconded by Mr. Lawrence and so voted unanimously.

The Board reviewed a draft vacant building and disrepair by-law. Mr. Gagne said that there are various properties in the Town that would be addressed by the this by-law and allow the Town to take some action. Mr. Gagne said Town Counsel has reviewed the by-law and believes it to be acceptable. The Board agreed to forward the by-law to the By-Law Study Review Committee for their review and recommendation.



Mr. Gagne then discussed a response from MassDOT regarding the Town's request to place a stone wall veneer over the retaining wall in front of Dunkin Donuts. Mr. Gagne said that MassDOT agreed as long as funds were available. He said that he would like to sit down with the field engineer and other officials from MassDOT to work out the details of installing the veneer. Mr. Lawrence volunteered to attend the meeting.

Mr. Gagne discussed the West Bridgewater Housing Rehabilitation Program. He said that new applications are available for financial assistance for structural repairs on homes. Mr. Gagne said that applications are available in Town Hall, the Library and the Council on Aging.

Mr. Gagne then discussed the Surrounding Community Agreement with the Brockton Casino. He said the developers are in the final stages of the permitting process with the Gaming Commission. Mr. Gagne said the Town is still negotiating with the developers but that a decision must be reached on January 11 or the Town would enter into an arbitration process.

Mr. Gagne discussed the FY2016 Tax Bill. He said that when the idea of building the Middle/Senior High School was being discussed throughout Town, the original anticipated impacts to the tax bill were estimated at \$648 per average bill. He said that the actual impact of the school was on average an increase of \$340. Mr. Gagne said the tax bills increased by 3.5%, 2.5% of which is due to the fact that property values increased. Mr. Gagne noted that the Town did not raise the entire amount it is legally able to tax.

Mr. Gagne updated the Board regarding the Town's appeal of the June 17, 2015 Open Meeting Law Violation. He said that the appeal has been filed and that the Board would now determine a strategy with Town Counsel for the appeal.

Mr. Lawrence requested that the new Library Director be scheduled to attend an upcoming meeting.

At 8:29 p.m. the Board **MOVED** to enter into Executive Session pursuant to MGL Chapter 30A, Section 21 (a) Exception 3 to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares, specifically to conduct a strategy session in appeal of the June 17, 2015 Open Meeting Law Violation. Open Session will not reconvene. Roll call vote showed: Maloney, yes; Moreira, yes; Lawrence, yes.

---

Eldon F. Moreira, Clerk

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

*List of documents in Agenda Packet - January 6, 2016*

- *Application from Samoset for Change of Board of Directors*
- *Resumes for Ryan Webby, Jared Percival, Ezequiel Sanchez and James Brown, all candidates for Patrolman*
- *Letter of recommendation to appoint Mr. Webby and Mr. Percival as Patrolmen*
- *Email from Jason Daniels recommending appointment of Jason Ross to Cable TV Advisory Committee*
- *Volunteer Information Form from Jason Ross requesting appointment to Cable TV Advisory Committee*
- *Minutes of December 3, 2015*
- *Minutes of December 16, 2015*
- *Edited Rules and Regulations of the Board of Selectmen meetings*
- *Special Permit Application from Brian McLaughlin/Eagle Advertising to amend a site plan review for outdoor billboard*
- *Memo from Forestry and Parks Superintendent Christopher Iannitelli regarding town wide tree removal*
- *Email from National Grid regarding donating crushed stone material for the Rail Trail*
- *Proposed Non-Union Evaluation and Negotiation Process*
- *Draft of Proposed Blight and Vacant Building By Law*
- *Letter from MassDOT regarding the stone veneer for the concrete retaining wall at Dunkin Donuts*
- *WB Housing Rehabilitation Program Application*

WEST BRIDGEWATER BOARD OF HEALTH  
65 NORTH MAIN STREET  
WEST BRIDGEWATER, MA 02379  
508-894-1209 fax 508-894-1214  
EMAIL: Dgreen@Wbridgewater.com

January 11, 2016

## **Registered Nurse Opening**

The West Bridgewater Board of Health is seeking a Registered Nurse for 5 hours each Wednesday per week. With a pay rate of \$30 per hour. Duties will include but not limited to:

Immunization and screening services, investigating communicable diseases, scheduling programs on both short and long-term health care issues, blood pressure screening, blood sugar check, heart and lungs sounds, weighing, and coordinate services needed by Town residents if needed. The duties and responsibilities are a narrative of services that may or may not be provided on a regular basis.

### **Qualifications:**

Must be a Massachusetts Registered Nurse, active driver's license, be proficient with Maven, Microsoft Word, Excel, PowerPoint and at all times be CPR certified. Competency on the Meditech's Magic System is a must. Interaction with residents and employees at a superior standard of customer service is required.

The Candidate must carry a minimum in professional liability insurance providing coverage against liabilities arising from services rendered by Health Care Providers pursuant to any agreement.

Please forward your resume to the West Bridgewater Board of Health.





Jacquie Lee &lt;jlee@wbridgewater.com&gt;

---

**Old Colony Planning Council Bicycle Pedestrian Advisory Committee**1 message

---

**Jimmy Pereira** <jpereira@ocpcrpa.org>  
To: jlee@wbridgewater.com  
Cc: Paul Chenard <pchenard@ocpcrpa.org>

Thu, Jan 14, 2016 at 11:41 AM

*(Community members)*

Good morning,

My name is Jimmy Pereira and I am a Community/Transportation Planner for the Old Colony Planning Council. The Old Colony Planning Council (OCPC) is a governmental entity that was established as a comprehensive regional agency to "prepare plans for the physical, social, and economic development of the Region. The Old Colony Planning Council (OCPC) is forming a Bicycle Pedestrian Advisory Committee (BPAC) to address bicycle and pedestrian connectivity in the Old Colony Region. The BPAC will help OCPC form the Bicycle/Pedestrian Connectivity Study and help guide the direction of the study.

The commitments for the Old Colony BPAC consists of a total of four meetings where we will be introducing each community to one another and share information and experiences on how to improve bicycle and pedestrian connectivity and safety in the region.

The first two meetings will be a discussion on bicycle/pedestrian issues and low hanging fruits in each Old Colony community. Our final meetings will be a debriefing and discussion of the future of the Bicycle Pedestrian Advisory Committee as it relates to the study.

If anyone is interested in joining the Old Colony BPAC please contact me via email or at [508.583.1833](tel:508.583.1833) ext. 217

More information will be released once we have committee representatives for each community

Best wishes,

Jimmy Pereira  
Community/Transportation Planner  
Old Colony Planning Council (OCPC)  
Old Colony Metropolitan Planning Organization (MPO)  
70 School Street, Brockton, MA 02301  
Phone: [508-583-1833](tel:508-583-1833) Ext: 217



*West Bridgewater  
Conservation Commission*

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



January 20, 2016

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

RE: Marion Gibson  
M.G.L. c. Section 14 - Notice of Intent to Sell and Convert  
Map 46, Lot 62  
2 lots South Street  
West Bridgewater, MA

Dear Board Members:

By a vote of the West Bridgewater Conservation Commission on January 19, 2016, the Commission has authorized me to send this letter to ask that the Town of West Bridgewater exercise its first right of refusal on the above referenced property. The Commission would like the Town to own the above referenced parcel so that it could be available for future uses in conjunction with the owner's remaining 61A land. It is expected that the remaining land would eventually be converted by this owner or heirs of this owner.

Representatives of the Commission would be willing to discuss this matter with you at your next available meeting when this subject is to be discussed by your Board. Thank you for your consideration in this important matter.

Very truly yours,

A handwritten signature in cursive script, reading "John W. DeLano", is written over a horizontal line.

John W. DeLano, Conservation Agent



# TOWN OF WEST BRIDGEWATER

BOARD OF ASSESSORS

To: Board of Selectmen  
From: Board of Assessors *GS*  
Re: Notice to Convert Chapter 61A Land  
0 Bryant Street (Map 46 Lot 062)  
Date: January 7, 2016



At the meeting on Wednesday, January 6, 2016, the Board of Assessors held a discussion regarding the notice to convert the Chapter 61A Land at 0 Bryant Street (Map 46 Lot 062), by Mrs. Marion L. Gibson for one (1) house lot on South Street (Lot C).

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

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

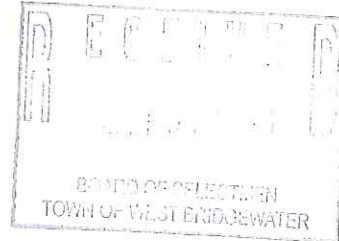
BOA:dc





## Planning Board

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



To: Board of Selectmen  
From: Planning Board  
Re: Notice to Convert Chapter 61A Land  
0 Bryant Street (Map 46 Lot 062)  
Date: January 7, 2016

At the meeting on Wednesday, January 6, 2016, the West Bridgewater Planning Board held a discussion regarding the notice to convert the Chapter 61A Land at 0 Bryant Street (Map 46 Lot 062), by Mrs. Marion L. Gibson for one (1) house lot on South Street (Lot C).

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

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

WBPB:dc

# LAW OFFICE OF JAN W. WHITING

86 WASHINGTON STREET  
WEYMOUTH, MASSACHUSETTS 02188-1704

Telephone: (781) 337-1699  
Telefax: (781) 337-7755  
jan.whiting@verizon.net  
mal.smith2@verizon.net  
pam.pardo@verizon.net

December 28, 2015  
VIA CERTIFIED MAIL, RETURN  
RECEIPT REQUESTED

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



## M.G.L. c.61A, Section 14 - NOTICE OF INTENT TO SELL AND CONVERT TO OTHER USE

Re: Marion Gibson  
Sale of Vacant Land  
Our File No. 19240

Dear Selectmen:

I am the owner of a certain parcel of land on South Street and Bryant Street in West Bridgewater shown as "Lot 62" on "Map 46" of the West Bridgewater Assessors' Maps consisting of approximately 25.79 acres of land and which is currently taxed as agricultural and horticultural land under the provisions of Massachusetts General Laws, Chapter 61A, the Notice of which is recorded with Plymouth County Registry of Deeds in Book 14771, Page 246. My title is derived as grantee in a Commissioner's Deed recorded with Plymouth County Registry of Deeds in Book 44450, Page 54, regarding Plymouth County Probate and Family Court Case No. PL95E0059-PP1.

I am in the process of selling a 30,000 square foot parcel of land referenced as Parcel "C" on a Purchase and Sale Agreement dated December 3, 2015. On or about November 2, 2015, the Town declined to exercise its First Refusal Option to purchase Parcel "A" referenced in a Purchase and Sale Agreement dated June 30, 2015, under the provisions of M.G.L. Ch. 61A, §14.

Pursuant to the provisions of Section 14 of said M.G.L. C. 61A, I hereby notify you of my intention to sell and convert the use of a portion of that property referenced as Lot 62 on Map 46 from agricultural and horticultural to use for residential purposes. As required by the statute, a copy of the plan pertaining to that land is enclosed herewith. The area upon which the use is being converted is shown as Parcel "C", consisting of 30,000 square feet thereupon. Please note that it is drawn at the same scale

LAW OFFICE OF  
JAN W. WHITING

Board of Selectmen  
Town of West Bridgewater  
December 28, 2015  
Page 2

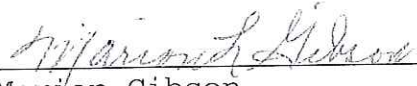
and the West Bridgewater Assessors' Maps in accordance with the statute.

I attach a certified copy of the executed Purchase and Sale Agreement which is a bona fide offer by a 3<sup>rd</sup> party.


Kindly advise me at your first convenient opportunity as to whether or not the Town of West Bridgewater elects to exercise its option to purchase the land, (Parcel "C"), as provided in the said statute.

Thank you for your anticipated courtesy in these regards.

Very truly yours,

  
Marion Gibson

West Bridgewater, MA 02379  
781-337-7023

  
Jan W. Whiting, Esq.  
Counsel for Marion Gibson  
86 Washington Street  
Weymouth, MA 02188  
Telephone: 781-337-1699

cc: (All VIA CERTIFIED MAIL, RECEIPT REQUESTED)  
Town Manager  
Board of Assessors  
Conservation Commission  
Planning Board  
State Forester, Dept. of Conservation and Recreation



STANDARD FORM  
PURCHASE AND SALE AGREEMENT

CERTIFICATION:

I, Jan W. Whiting, attorney for Seller, hereby certify that this copy of the Purchase and Sale Agreement is a true and accurate copy of same. Signed under the pains and penalties of perjury this 28<sup>th</sup> day of December, 2015.

*Jan W. Whiting*

This 3rd day of December, 2015

1. PARTIES  
AND MAILING  
ADDRESSES

Marion L. Gibson

hereinafter called the SELLER, agrees to SELL and

(fill in)

Paul E. Turner, or nominee

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION  
(fill in and include  
title reference)

The vacant land shown as Parcel "C" on the attached plan which will consist of one buildable lot, with 150' of frontage and 30,000 square feet.

3. BUILDINGS,  
STRUCTURES,  
IMPROVEMENTS,  
FIXTURES

(fill in or delete)

~~Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery, rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers, and~~

~~but excluding.~~

4. TITLE DEED  
(fill in)

*\*Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.*

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

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

*\*(f)*

5. PLANS

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

6. REGISTERED  
TITLE

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

7. PURCHASE PRICE  
(fill in); space is  
allowed to write  
out the amounts  
if desired

The agreed purchase price for said premises is One Hundred Thousand (\$100,000.00) \*plus the payment of all rollback and other taxes pursuant to M.G.L., Ch. 61A, all of the SELLER's expenses, to include SELLER's attorney fees, all excise stamp taxes, SELLER's conveyancing expenses and all BUYER's conveyancing expenses and attorney fees dollars, of which

\$ 4,000.00  
\$ 1,000.00  
\$ 95,000.00\*

have been paid as a deposit this day and  
have been paid with Offer  
are to be paid at the time of delivery of the deed by certified,  
cashier's, treasurer's or bank check(s).

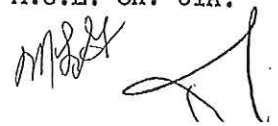
\$100,000.00

TOTAL

*M. J. [Signature]*



8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in) Such deed is to be delivered at 10 o'clock A.M. on the 3<sup>rd</sup> day of June, 2016 or such earlier mutually agreeable date if the Town waives its right of first refusal earlier and the buyer has obtained a building permit. Closing to take place at the Plymouth Registry of Deeds, or the conveyancing attorney's office, unless otherwise agreed upon in writing. It is agreed that the time is of the essence of this agreement.
9. POSSESSION and CONDITION of PREMISE (attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired). If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER's ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
  - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or pursuant to Massachusetts conveyancing custom and practice.
15. INSURANCE \*Insert amount (list additional types of insurance and amounts as agreed)
- | Type of Insurance              | Amount of Coverage       |
|--------------------------------|--------------------------|
| (a) Fire and Extended Coverage | *\$ as currently insured |
| (b)                            |                          |
16. ADJUSTMENTS (list operating expenses, if any, or attach schedule) ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~ BUYER shall pay all rollback taxes and other taxes to remove the property from the requirements of M.G.L. Ch. 61A. See also Paragraphs 7 and 38.





17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE (fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for professional services of is due from the SELLER to the Broker(s) herein, but if the SELLER pursuant to the terms of clause 24 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.
19. BROKER(S) WARRANTY (fill in name) The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT (fill in name) All deposits made hereunder shall be held in escrow by Jan W. Whiting, Esq. as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER. The escrowed funds shall be held in a non-interest bearing IOLTA account.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing. This shall be SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by BUYER.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto insofar as any provisions of this agreement expressly apply to the Broker(s) and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS (fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE
26. MORTGAGE CONTINGENCY CLAUSE (omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$\_\_\_\_\_ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before \_\_\_\_\_ 20\_\_\_\_ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s) as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In the event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before \_\_\_\_\_ 20\_\_\_\_.



27. CONSTRUCTION  
OF AGREEMENT

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

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

29. SMOKE DETECTORS

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located, stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~

30. ADDITIONAL  
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See attached ADDENDUM.

See attached Plan.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED  
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

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

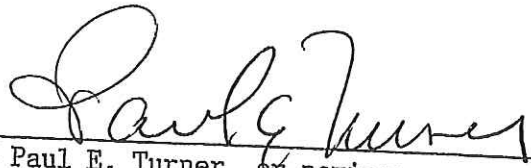


SELLER Marion L. Gibson

Taxpayer ID/Social Security No. \_\_\_\_\_

SELLER (or Spouse)

Taxpayer ID/Social Security No. \_\_\_\_\_



BUYER Paul E. Turner, or nominee

Taxpayer ID/Social Security No. \_\_\_\_\_

BUYER

Taxpayer ID/Social Security No. \_\_\_\_\_

BROKER(S)

## ADDENDUM

ADDENDUM TO THE PURCHASE AND SALE AGREEMENT CONCERNING THE SALE OF THE VACANT LAND AS SHOWN ON ATTACHED PLAN, IN WEST BRIDGEWATER, MA, BY AND BETWEEN MARION L. GIBSON, AS SELLER, AND PAUL E. TURNER, OR HIS NOMINEE, AS BUYER DATED DECEMBER 3, 2015. THIS ADDENDUM IS TO BE ATTACHED TO SAID AGREEMENT, AS IT HAS BECOME A PART THEREOF BY REFERENCE.

31. Brokers: The Buyer represents and warrants to the Seller that the Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the Seller as a result of any services or facilities of any real estate broker except the broker set forth in paragraph 18 and 19 of this Agreement. The Buyer agrees to indemnify the Seller against and hold them harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee to include reasonable attorneys' fees which may be asserted against the Seller in connection with this transaction except for the commission set forth in paragraph 18 of this Agreement. The provisions of this paragraph shall survive the delivery of the deed.

32. Termination: Should Seller be unable for any reason to convey the premises in accordance with the terms of this Contract or with good or marketable title subject to the exceptions set forth herein, then the sole obligation and liability of Sellers shall be to refund the Buyers' deposit paid hereunder and upon the making of such refund, this Agreement shall be deemed canceled and shall wholly cease and terminate and neither party shall have any further claim against the other by reason of said cancellation.

33. Title Standards: In any dispute as to the existence or nonexistence of a defect in the title to the premises, the title standards formulated by the REBA shall be determinative.

34. As Is Condition: Buyer shall make or has made a complete inspection of the premises and are familiar with the condition of same. Buyer acknowledges that they have relied exclusively on their own inspections and their right to inspect and the purchase price reflects such rights and Buyer is purchasing the premises in its "AS IS" condition without further recourse against Seller in law or in equity. Seller has not made and does not make any representations as to the physical condition, expense of operation or any other matter or thing affecting or relating to the property.

Handwritten signatures of the parties, likely Marion L. Gibson and Paul E. Turner, located at the bottom right of the document.



35. Notices: Any notice required hereunder shall be sent by recognized express delivery courier providing receipted delivery as follows:

If to Seller: Jan W. Whiting, Esq.  
86 Washington Street  
Weymouth, MA 02188-1704  
Phone: 781-337-1699  
Fax: 781-337-7755  
Email: [jan.whiting@verizon.net](mailto:jan.whiting@verizon.net)  
Email: [mal.smith2@verizon.net](mailto:mal.smith2@verizon.net)

If to Buyer: Wesley A. Morris, Esq.  
89 Main Street  
Bridgewater, MA 02324  
Phone: 508-697-7619  
Fax: 508-697-9352  
Email: [morrislaw1@aol.com](mailto:morrislaw1@aol.com)


36. Extensions of Performance: In order to facilitate the execution of such documents extending the time for performance of any event or of any notice that may be given under this Agreement each of the undersigned hereby authorizes his or her respective attorney to assent and execute on that person's behalf any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement.

37. Buyer's Obligations: Buyer agrees to perform and pay for all costs to include but not be limited to due diligence, its attorney fees, Seller's attorney fees, Seller's conveyancing costs and expenses, to include excise tax stamps, engineering, surveying and percolation testing if necessary to obtain approval of building permit for one buildable lot on which a four bedroom house can be built. Buyer agrees to diligently pursue said approval and will update Seller every 30 days with the status of said approvals. Buyer shall provide Seller with copies of all testing and plans obtained by it whether or not they are submitted for approval. Buyer shall have access to the premises to perform any due diligence, testing or permitting. Buyer shall hold harmless and indemnify Seller relative to any injuries or damage caused to or suffered by any person who enters the premises. Buyer shall list Seller as a loss payee on its insurance and shall provide Seller with a copy of same prior to entering the premises. If the Buyer is unable to obtain said permits, then this agreement may be terminated by the Buyer, without legal and equitable recourse to either party, by giving written notice to Seller before June 3, 2016 or before the end of any extension period set forth in paragraph 38 hereunder and the deposits shall be thereupon refunded to the Buyer. If Buyer is not satisfied with the results of its due diligence, inspections


Handwritten signatures of the parties, likely the Buyer and Seller, located at the bottom right of the document.



and testing, it shall have the right to terminate this agreement by written notice on or before September 16, 201~~5~~<sup>6</sup>, and obtain the return of its deposit.

2016 

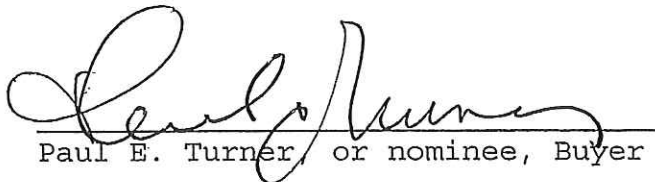
38. Extensions for Performance: If the Buyer does not close before June 3, 2016, and has diligently pursued obtaining the approvals as set forth herein and is not in default of this agreement, the Seller will give the Buyer an extension to close for up to 45 days after June 3, 2016. The Buyer shall continue to diligently pursue said approvals. If Buyer does not close before June 3, 2016, and the Buyer has diligently pursued obtaining the approvals as set forth herein and is not in default of this agreement, the Seller shall give the Buyer an extension to close for up to 30 days thereafter. If on July 3, 2016 the Buyer still has not received said approvals, and is not in default of this agreement, the Buyer may obtain additional 30 day extensions by paying the Seller a \$2,000.00 non-refundable extension fee per month thereafter. The extension fees shall not be applied to the purchase price.

39. Chain Link Fence: The Buyer agrees to erect a six foot high chain link fence on the entire ~~westerly~~ and ~~southerly~~ borders of the premises being conveyed. NORTHERLY EASTERLY 

40. Nettie E. Gibson: The parties agree that the Grantee and Grantee's successors and assigns may not walk or travel over the remaining property of the land shown as Estate of Nettie E. Gibson as set forth on the attached plan.



Marion L. Gibson, Seller

  
Paul E. Turner, or nominee, Buyer

RECEIVED FOR DEPOSIT

MASEOTES ET AL  
SEE LIND. COURT PLAN 15277C

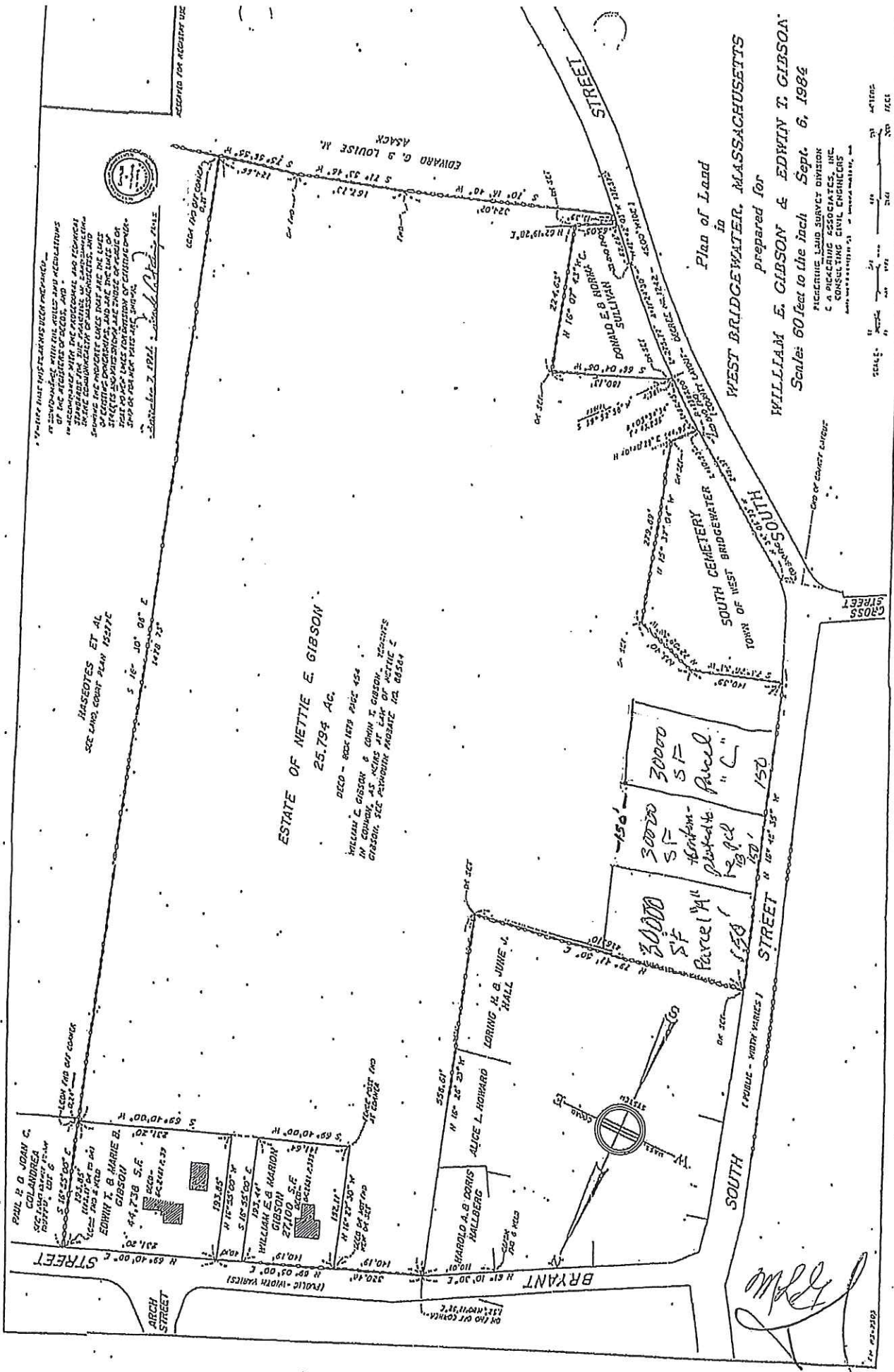
ESTATE OF NETTIE E. GIBSON:  
25.79¢ Ac.

DELO - 800 1879 PAGE 454  
WILLIAM L. GIBSON & CONN T. GIBSON - TEACHERS  
IN CONWAY, AS KINGS AT LAKE OF MOTTIC -  
GIBSON. SEE FORTNIGHT MAGAZINE JAN 18504

Plan of Land  
in  
WEST BRIDGEWATER, MASSACHUSETTS  
prepared for

WILLIAM E. GIBSON & EDWIN T. GIBSON.  
Scale: 60 feet to the inch. Sept. 6, 1984

PICERNE LAND SURVEY DIVISION  
C A PICKERING ASSOCIATES, INC.  
CONSULTING CIVIL ENGINEERS  
2000 W. 10TH AVE. S. # 200 MINNAPOLIS, MN 55404

[illegible]





# 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 parking spaces adjacent to the Gazebo lawn area and the ballpark.
- 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 parking spots.
- If the above named parking spaces are not available, parking is authorized on the other 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**

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

2<sup>nd</sup> 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.

3<sup>rd</sup> 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, to the Board.

Adopted January 20, 2016

West Bridgewater Board of Selectmen

---

Nancy J. Maloney, Chairman

---

Eldon F. Moreira, Vice-Chairman

---

Jerry D. Lawrence, Clerk





Jacquie Lee <jlee@wbridgewater.com>

---

## Fwd: MGC to Hold 'Public Input' Meeting in Holbrook regarding Mass Gaming & Entertainment, LLC's casino proposal

1 message

---

David Gagne <dgagne@wbridgewater.com>  
To: Jacquie Lee <jlee@wbridgewater.com>

Thu, Jan 14, 2016 at 12:22 PM

Hi Jacquie

For the meeting packet

David L. Gagne  
Town Administrator  
Town of West Bridgewater  
65 North Main Street  
West Bridgewater MA 02379  
(508) 894 1267

----- Forwarded message -----

From: **Thurlow, Mary (MGC)** <mary.thurlow@state.ma.us>

Date: Thu, Jan 14, 2016 at 10:50 AM

Subject: MGC to Hold 'Public Input' Meeting in Holbrook regarding Mass Gaming & Entertainment, LLC's casino proposal

To:

Attached please find a copy of a notice of public hearing scheduled for **Thursday, January 28, 2016 @ 4:00 P.M.**, which is intended to provide the Commission with the opportunity to hear comments or concerns relative to the proposal of Mass Gaming and Entertainment, LLC's application to build a casino/resort establishment in Brockton. This meeting will provide community members, in the host community and potential surrounding communities, an opportunity to provide feedback to the Commission in the early stages of the 'Evaluation Process'.

Those who wish to submit written comments relative to the upcoming public input meetings may do so by sending an email to <mailto:mgccomments@state.ma.us> with "**Holbrook Meeting**" in the subject line.

All comments received via email will be distributed to the Commission for their review. Public officials, representatives of interested parties and members of the communities who wish to address the Commission at the scheduled public input meeting should send an email to the above address with '**Request to address the Commission/January 28**' in the subject line. In the body of the email, the Commission respectfully requests that you include your town of residence. The MGC respectfully requests that speakers either reside in or have a direct affiliation with the host community or one of the surrounding communities to the particular applicant.

In order to use the available time most efficiently, the MGC will limit speakers to 3 minutes for their comments and also request that speakers comments be limited to the this specific resort-casino application.



**U P D A T E D**  
**NOTICE OF MEETING/HEARING and AGENDA**

**January 28, 2016**

Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Massachusetts Gaming Commission. The meeting will take place:

**Thursday, January 28, 2016**

**4:00p.m.**

**Holbrook Junior-Senior High School - Auditorium  
245 S. Franklin Street  
Holbrook, MA**

**PUBLIC MEETING - #176**

1. Call to order
2. Input from members of the community regarding Mass Gaming & Entertainment, LLC's application for a Category 1 Gaming License in Brockton, MA.\*\*\*
3. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

I certify that on this date, this Notice was posted as "Gaming Commission Meeting" at [www.massgaming.com](http://www.massgaming.com) and emailed to: [regs@sec.state.ma.us](mailto:regs@sec.state.ma.us), [melissa.andrade@state.ma.us](mailto:melissa.andrade@state.ma.us).

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Stephen P. Crosby, Chairman

**Date Posted to Website:** Wednesday, January 13, 2016 at 4:00 p.m.

\*\*\* **In order to use the available time efficiently, the Commission asks that speakers limit their comments to 3 minutes.**



Massachusetts Gaming Commission

101 Federal Street, 12<sup>th</sup> Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | [www.massgaming.com](http://www.massgaming.com)