



Board of Selectmen

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

Open Session Agenda

Wednesday, May 18, 2022

Eldon F. Moreira Board of Selectmen Meeting Room – 2nd Floor

6:30 p.m.

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

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

PUBLIC HEARINGS

APPOINTMENTS

6:30 One Day Entertainment License for Old Colony Hospice Memorial Walk on June 12, 2022 and

Request to Use Town Roads - Manley Street from 11am to 3pm (p. 3-11)

6:35 Ratify Pamela Berglund's employment as Part-Time Assistant for The Council on Aging (p.12)

Warrants/Board of Selectmen Business:

- a. Arbor Day Recognition (p.13-14)
 - b. Ratify Non-Union Personnel Contract – Vehicle Maintenance Superintendent Contract (p.15-20)
 - c. Ratify Non-Union Personnel Contract-Board of Health Agent (p.21-23)
 - d. Accept the Meeting Minutes of February 2, 2022 for Review (p.24-27)
 - e. Accept the Meeting Minutes of February 9, 2022 for Review (p.28-32)
 - f. Review and Vote on Second Half of Calendar Year 2022 (p.33)
 - g. Petition Civil Service-Permanent Intermittent Police Officer List. (p.34)
 - h. Discussion/Vote Outstanding Parking Tickets (p.35)
 - i. Discussion/Vote June 15th Meeting
2. Communications and Reports from Boards, Commissions and Town Officials:
 - a. Vote on Sharon Ledin's Vacation Carry over (p.36-37)
 3. Correspondence from the Public to Determine a Course of Action:
 4. Public Comment Period:
 5. Town Administrator's Report:
 - MassDOT Supplemental CH 90 Notification (p.38)
 - Senate Budget Approved (p.39-40)

-Discussion Weekly Warrant Policy Signature

6. Adjourn:



Board of Selectmen

65 North Main Street
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One-Day Entertainment Application Town of West Bridgewater

Date of Request: 5-5-2022

(Circle One) Profit Non Profit

Date of Event: 6-12-2022

Hours: 11AM - 3PM

Is this a ticketed event? Y N

Will food or alcohol be served? Y N

**Food service requires Board of Health permits, Alcohol requires one-day liquor license*

TO THE LICENSING AUTHORITIES:

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

Old Colony Hospice
(Full name of applicant)

781-341-4145
(phone)

321 Manley Street, West Bridgewater
Location of event (Attach lease or written consent of property owner if applicable)

Describe the nature of the event and the type of entertainment that will be provided:

Sunday, June 12th we will be hosting
our annual memorial walk from 11AM-3PM
at our home office located at 321 Manley St.
We plan on having a DJ at the event.
All event happening will be in our front
parking lot.

Anticipated number of attendees: 100 plus

****Attach floor plan with designated areas for the entertainment, seating, and parking.**
Please note all exits and bar areas, if applicable.

Margaret Downey
Signature of Applicant

V. J. [Signature]
Police Department Detail Information

[Signature]
Signature of Police Chief

NO DETAIL
REQ.
ROAD WILL
REMAIN
OPEN

State Fee, \$ 5
Municipal Fee, \$ _____

THE COMMONWEALTH OF MASSACHUSETTS
OF _____



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Old Colony Hospice in or on the property at No. 321 Manley Street, West Bridgewater, MA 02379 (address)

The Licensee or Authorized representative, Margaret Downey in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
6/12/22	11am-3pm	Memorial Walk event - DJ EVENT

Hon. ANTHONY KINAHAW Mayor/Chairman of Board of Selectmen, West Bridge Water, MA (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



Board of Selectmen

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

Request to Use Town Hall Parking Lot and/or Grounds

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

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

Requestor/Applicant: Old Colony Hospice

Address: 321 Manley Street

Telephone: 781-341-4145

Email: mcdowney@oldcolonyhospice.com

For use of (check applicable):

☐ Town Hall Parking Lot*

☐ Transfer Station

☒ Public Roads (provide street names) manley Street

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

Requested Date of Use: Sunday, June 12th

Requested Rain Date (if applicable): n/a

Requested Hours of Use: 11AM - 1PM AM PM

Number of Guests: 100+ (about 75-100 walkers)

Number of Vehicles: no vehicles on street - in our parking lot

Purpose of Use: our annual memorial walk

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

Signed by Requestor: Margaret Downey

Date: 5-5-2022

ACKNOWLEDGEMENT:

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

Margaret Downey
Applicant Signature

THIS PORTION IS TO BE FILLED OUT BY TOWN OFFICIALS

Town Approval by: [Signature]

Date: 5/10/22

Comments: _____



Join Us!

24TH ANNUAL MEMORIAL WALK & RUN
FAMILY FUN FESTIVAL
OLD COLONY HOSPICE & PALLIATIVE CARE

WALK WITH US, WALK FOR US...

EVENT DETAILS:

DATE: SUNDAY - JUNE 12, 2022

LOCATION: OLD COLONY HOSPICE'S HOME OFFICE
321 MANLEY ST. WEST BRIDGEWATER, MA 02379

TIME: CHECK-IN 10:00AM - 10:30AM

WALK/RUN START: 11:00AM

LUNCH AND PARTY: IMMEDIATELY FOLLOWING



Register Today:

www.OldColonyHospice.org

Questions??

Contact: Margaret Downey

(781) 341-4145 EXT 207

mdowney@oldcolonyhospice.com



24TH ANNUAL MEMORIAL WALK & RUN ♥ OLD COLONY HOSPICE & PALLIATIVE CARE

Join Us!

2022 SPONSOR REPLY FORM

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-mail: _____

Website: _____

SPONSOR SELECTION

☐ Signature \$10,000

☐ Gold \$2,500

☐ Premier \$7,500

☐ Silver \$1,000

☐ Platinum \$5,000

☐ Route Sign \$500

☐ I/We cannot sponsor this year, please accept this donation of \$_____ in support of your work.

PAYMENT

Check is enclosed: Please make checks payable to "Old Colony Hospice" Please invoice my company
To pay by credit card – please complete the following and fax to 508-510-6928 or email to
mdowney@oldcolonyhospice.com.

☐ MasterCard ☐ Visa ☐ Discover ☐ American Express

Card Number: _____ Expiration Date: _____

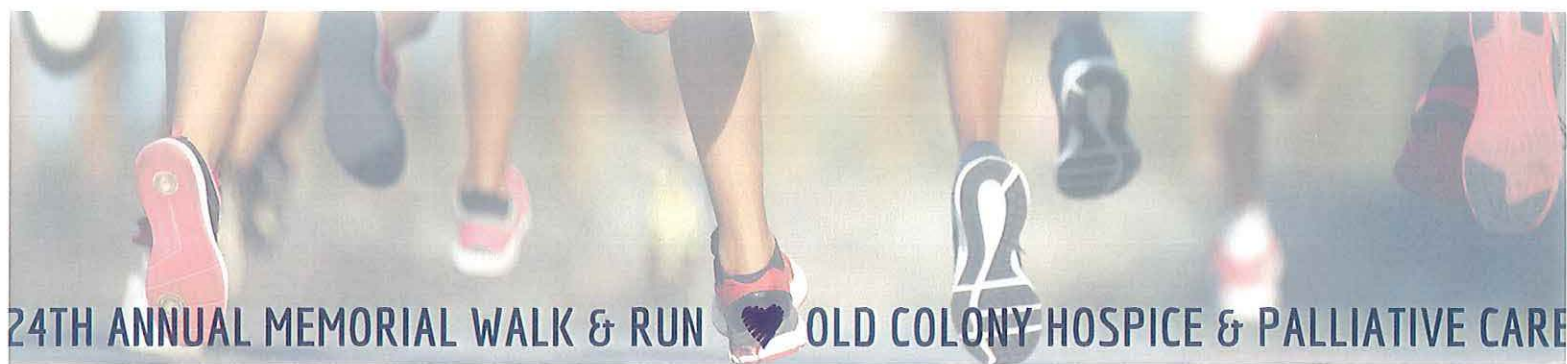
Cardholder Name: _____ CSV: _____

Billing Address (if different than above): _____



Questions??

Contact: Margaret Downey
Philanthropy Manager
(781) 341-4145 x207
mdowney@oldcolonyhospice.com
Old Colony Hospice
321 Manley Street
W. Bridgewater, MA 02379
www.oldcolonyhospice.org



24TH ANNUAL MEMORIAL WALK & RUN OLD COLONY HOSPICE & PALLIATIVE CARE

Sponsorship Opportunities...

Investing in a sponsorship opportunity helps to deliver quality care and support to patients and their families.

We offer the following to promote your commitment and to give your company brand recognition by reaching a professional and community based audience who are all prospective customers.

The sooner you become a sponsor, the more you can help, and the more benefits your company receives.

If you have questions or need more information, contact Margaret Downey at 781-341-4145 x207 or mdowney@oldcolonyhospice.com



SIGNATURE: \$10,000

- 10 Complimentary event registrations
- Exhibitor space for info and give-aways
- Logo & link to your company website
- Logo on event shirt
- Logo on event banner
- 4 Social media mentions

PREMIER: \$7,500

- 8 Complimentary event registrations
- Exhibitor space for info and give-aways
- Logo & link to your company website
- Logo on event shirt
- Logo on event banner
- 3 Social media mentions

PLATINUM: \$5,000

- 6 Complimentary event registrations
- Exhibitor space for info and give-aways
- Logo & link to your company website
- Logo on event shirt
- Logo on event banner
- 2 Social media mentions

GOLD: \$2,500

- 4 Complimentary event registrations
- Exhibitor space for info and give-aways
- Name website
- Logo on event shirt
- Logo on event banner
- 1 Social media mentions

SILVER: \$1,000

- 2 Complimentary event registrations
- Opportunity to provide free give-aways
- Name on website
- Name on event shirt

ROUTE SIGN: \$500

- Name on website
- 1 Sign placed along route





Lorna Carroll <lcarroll@wbridgewater.com>

Old Colony Hospice 5K

Margaret Downey <mdowney@oldcolonyhospice.com>
To: Lorna Carroll <lcarroll@wbridgewater.com>

Tue, May 11, 2021 at 12:13 PM

Hi Lorna,

It is a ticketed event in the sense that it's a \$25 registration fee to join our Walk/5K. We will be serving food and are working on confirming that now. No alcohol will be served. We are having a DJ at the event to play music & announce Walk/5K winners. The DJ, tent and chairs are being set up in the parking lot of our building and the building owner has given us permission to do so. We are working on a map of the event currently and will get that over to you as soon as I have it.

Is there any other information from me that you need in order for us to get permits? Please let me know & thank you for your help. - Margaret

Margaret Downey
Philanthropy Manager
321 Manley Street
West Bridgewater, MA 02379
Phone: 781-341-4145
Fax: 781-297-7345



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[Quoted text hidden]



Office of the Assistant Town
Administrator/HR Director

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

May 16, 2022

Pamela Berglund

Dear Ms. Berglund,

Congratulations! As you are aware, you have been selected to fill the position of Office Assistant at the Council on Aging. As we discussed, your start date will be Tuesday May 24, 2021.

This is a part-time non-union position. Your rate of pay will be \$15.30 per hour.

Please join us at the Board of Selectmen Meeting on Wednesday, May 22, 2022 at 6:30 p.m. When you can meet the Board and your employment will be ratified.

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

Sincerely,

Linda A. Torres
Assistant Town Administrator/HR Director

cc: David L. Gagne, Town Administrator
Scott Golder, Treasurer/Collector
Maureen Adams, Assistant Treasurer
Marilyn Mather, Council on Aging Director



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

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I congratulate West Bridgewater on earning recognition as a 2021 Tree City USA. We are so thrilled that West Bridgewater takes pride in creating a community that places unique value on the planting and caring of trees.

West Bridgewater is part of an incredible network of more than 3,600 Tree City USA's, with a combined total population of 155 million. The Tree City USA program is one of the Arbor Day Foundation's earliest programs. We are proud to partner with the U.S. Forest Service and the National Association of State Foresters to maintain this community.

Over the last few years, it has become increasingly clear of the value and importance that trees hold for our future. Cities and towns across the globe are facing challenges when it comes to air quality, water resources, personal health and well-being, and energy use. West Bridgewater shows its residents and peers that they are forward-thinking and eager to combat these issues. By showing your dedication to urban forestry, you demonstrate a commitment to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

State foresters will receive the Tree City USA recognition materials and coordinate on how to distribute them. We will forward information about your awards to your state forester's office to facilitate the presentation. Your community's Arbor Day ceremony would be the best time to mention the Tree City USA award.

Again, we are excited to celebrate your commitment to the people and trees of West Bridgewater and thank you for helping us plant, nurture and celebrate trees.

Best Regards,

A handwritten signature in dark ink, appearing to read 'Dan Lambe'.

Dan Lambe
Arbor Day Foundation Chief Executive



FOR IMMEDIATE RELEASE

Contact:

Arbor Day Foundation

Lauren Weyers

lweyers@arborday.org

Arbor Day Foundation Recognizes West Bridgewater as a Tree City USA® *West Bridgewater earns the Tree City USA recognition for their commitment to urban forestry*

LINCOLN, Nebraska (4/8/2022) – West Bridgewater was named a 2021 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

West Bridgewater achieved Tree City USA recognition by meeting the program's four requirements: forming a tree board or department, creating a tree-care ordinance, having an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation. The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

"Tree City USA communities benefit from the positive effects that an urban tree canopy has year after year," said Dan Lambe, chief executive of the Arbor Day Foundation. "The trees being planted and cared for by West Bridgewater ensure that generations to come will enjoy a better quality of life. Additionally, participation in this program helps cultivate a sense of stewardship and pride for the trees the community plants and cares for."

Planting trees in an urban space comes with a myriad of benefits past the recognition of this program. Urban tree plantings help reduce energy consumption by up to 25%, which will reduce general energy costs and help with the overall cooling of the city as well. In addition, members of the community benefit from properly placed trees as they increase property values from 7–20%. Trees also positively affect the local ecosystem by helping to clean water and create animal habitats to encourage biodiversity.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 4th day of May 2022, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the “Town”, acting by and through its Board of Selectmen hereinafter referred to as the “Board” and Thomas A. Souza of Norton, MA 02766, hereinafter referred to as “Souza.”

WITNESSETH:

WHEREAS, the Board voted on March 15, 2010 to employ Souza in the position of Assistant Vehicle Maintenance Superintendent for the Town of West Bridgewater; and

WHEREAS, Souza agreed to commence work on March 22, 2010; and

WHEREAS, the Board and Souza desired to enter into a written contract of employment setting forth the terms and conditions of such employment; and

WHEREAS, the Board and Souza entered into a three-year agreement from March 22, 2010 and ending on March 21, 2013; and

WHEREAS, the Board and Souza entered into a new three-year agreement from March 22, 2013 and ending on March 21, 2016; and

WHEREAS, the Board voted on November 15, 2017 to approve your title change from Assistant Vehicle Maintenance Superintendent to Vehicle Maintenance Superintendent; and

WHEREAS, the Board and Souza entered into a one-year agreement from July 1, 2019 and ending on June 30, 2020; and

WHEREAS, the Board and Souza entered into a one-year agreement from July 1, 2020 and ending on June 30, 2021; and

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

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

1. **Employment.** The Town hereby employs Souza and he hereby accepts employment as Vehicle Maintenance Superintendent overseeing the Vehicle Maintenance Department for the Town under the direction of the DPW Director.

2. **Term.** The term of this employment contract shall be a period of three (3) years, beginning on July 1, 2021 and ending on June 30, 2024, unless this Agreement is sooner terminated as herein provided for.
3. **Compensation.** Beginning July 1, 2021, the Town shall pay Souza an annual salary of \$75,547 representing a two percent increase over his current rate of pay. The annual salary shall be paid in equal weekly installments on the same day as other employees of the Town are paid.

Salary for July 1, 2022 shall be \$77,058 representing a 2% increase.

Salary for July 1, 2023 shall be \$78,599 representing a 2% increase.

4. **Duties.** Souza shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board consistent with the position of Vehicle Maintenance Superintendent for the Town as specified in the position description referenced as if attached hereto.
5. **Hours of Work.** The basic workweek of Souza shall be forty (40) hours, scheduled on Monday through Friday from 7:30 a.m. to 4 p.m. with a half hour off for lunch. Souza shall be granted compensatory time off during his basic work week for any and all off-hour incidents it is necessary for him to be present at in his capacity as Vehicle Maintenance Superintendent. As part of his basic pay, Souza may be called in on an Emergency basis beyond his regularly scheduled hours by the DPW Director. Compensatory time must be approved by the DPW Director.
6. **Vacation.** Souza shall be entitled to four weeks of vacation during the term of this contract. In the event that Souza, through no fault of his own, is unable to take his allotted vacation time during any year of the term, he shall be permitted to carry over ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. Souza shall be paid in a lump-sum for any unused vacation time he has to his credit at the time of the termination of his employment under this Agreement. Souza must notify the DPW Director in writing at least one week in advance of any vacation time he is requesting.
7. **Sick Time.** Souza shall be entitled to fifteen (15) days of sick leave with pay during each year of the term of this Agreement to be used when he is incapacitated for the performance of his duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of his employment, subject to a maximum accumulation of one hundred and fifty (150) days. In the event his employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by his death, he or his spouse or designated

beneficiary, as the case may be, shall be paid in a lump-sum for up to one hundred and twenty (120) unused sick leave which has accumulated to his credit at the time of the termination of his employment.

8. **Personal Leave Days.** Souza shall be granted, annually, at the discretion of the Board, four (4) personal leave days to attend to personal matters that cannot reasonably be attended to outside of his regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which he is not in a pay status. Requests for a personal leave day must be made in writing to the DPW Director at least 24 hours in advance of the day requested. Personal leave days are not cumulative nor able to be carried over from year to year.
9. **Bereavement Leave.** Souza shall be granted a leave of absence without loss of pay for a period not in excess of five (5) days in the event of a death of his immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of his immediate household. Any additional terms included in the Public Works and Water CBA Agreement are included by reference.
10. **Jury Duty.** In the event Souza is required to perform jury duty, he shall receive leave with pay for the duration of such duty. He shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation.
11. **Unpaid Leave.** Unpaid leave may be granted to Souza by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.
12. **Holidays.** Souza shall be excused from work without loss of pay on the following holidays: the first day of January, Martin Luther King's Birthday, the third Monday in February, the third Monday in April, the last Monday in May, Juneteenth, the fourth day of July, the first Monday in September, the second Monday in October, Veterans' Day, one-half day before Thanksgiving Day, Thanksgiving Day, the day after Thanksgiving Day, one-half day before Christmas Day, Christmas Day, one-half day before New Year's Day, and any other holiday declared by the Governor, the General Court or the Board of Selectmen.
13. **Group Health and Life Insurance.** The group health insurance plan and the group life insurance plan provided by the Town to its employees shall be available to Souza.
14. **Professional Development.** Souza shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the DPW

Director, to develop his skills and abilities as Vehicle Maintenance Superintendent. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications. The cost thereof shall be paid by the Town.

15. **Acquisition of required certifications and licenses.** Within six months to a year of employment hire, Souza agrees that he shall have acquired the necessary certifications for Air Brakes to be able to perform work on Town vehicles so equipped and he shall keep current his other various certifications necessary for the performance of work on all Town vehicles. Failure to acquire any of these certifications or licenses will be cause for termination.
16. **Reimbursement for Expenses.** The Board shall reimburse Souza for all expenses reasonably incurred by him in the performance of his duties. Such expenses shall include, but shall not be limited to, fees for renewal of Class A and Motorcycle licenses, Class A CDL License stipend as the members of the Public Works Union receive. Souza shall be paid in the same manner as the Union Employees, costs of transportation and attendance at courses, seminars, conferences and meetings which have been approved by the Board. Travel costs shall be reimbursed at the rate per mile paid to other Town employees.
17. **Longevity and Allowances.** Souza shall be eligible to receive the longevity benefits provided for under the terms of the Public Works and Water Departments' Collective Bargaining Unit Agreement. He shall also be entitled to receive the Hoisting License stipend as well as the clothing allowance contained therein. In addition, he shall be entitled to a yearly \$500 boot allowance during the term of this contract.
18. **Snow Plowing Rate.** The Board shall reimburse Souza for the time he spends in snowplowing for the Town at a time and a half hourly rate based on his base wage. In accordance with the Public Works and Water CBA, Souza may be called into snow operations, at the discretion of the DPW Director, when members of the union units are called in and with a minimum of 4 hours of pay for each call-in and as enumerated in said contract. Souza shall be compensated at 2 times his base hourly rate if Souza is engaged in snow removal operations for more than 16 continuous hours.

The Board shall provide a Winter Season Stand-By stipend of \$1,000 payable the first payroll after May 1 each year if Souza has responded to 90% of the snow storm call-in events of the immediately preceding snow storm season and stays for the duration of each of those events. Souza shall be entitled to the same amount for the Winter Season Stand-By Stipend of the agreement offered in the AFSCME Contract. If Souza is out sick, on vacation or on personal leave at the time of the snow event and therefore does not respond this will not be counted against this percent of participation.

19. **Performance Evaluation.** The performance of Souza shall be evaluated in writing by the DPW Director once a year during the term of this Agreement. Such evaluation shall be made prior to the annual review of his salary provided for in paragraph 3 hereof. He shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in his personnel file.
20. **Termination.** This Agreement may be terminated during its term by:
- a. Mutual agreement of the parties;
 - b. Failure to acquire and keep current the necessary certifications required to work on Town vehicles including Air Brake certification.
 - c. Retirement of Souza;
 - d. Disability of Souza that prevents the performance of his duties for a period of one hundred eighty (180) calendar days;
 - e. Death of Souza;
 - f. Dismissal of Souza, for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, Souza shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If Souza so requests, he shall be given a hearing before the Board at which he may be represented by counsel, present evidence, and call witnesses to testify in his behalf;
21. **Renewal of Agreement.** This Agreement shall terminate at the end of said term of three (3) years unless it is extended for an additional term of a year or years by the Board. The Board shall give Souza written notice of at least sixty (60) days prior to the end of the term as to whether it desires to renew the Agreement. In the event Souza is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least sixty (60) days prior to the end of the term.
22. **Entire Agreement.** This Agreement embodies the whole agreement between the Board and Souza and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought.
23. **Invalidity.** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties. IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

BOARD OF SELECTMEN

Anthony L. Kinahan, Chairman

Denise R. Reyes, Vice-Chairman

Meredith L. Anderson, Clerk

Thomas A. Souza
Vehicle Maintenance Superintendent

THIS AGREEMENT is made this 11th day of May 2022 by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Health, hereinafter referred to as the "Town", and Robert W Casper Jr, hereinafter referred to as "the Health Agent".

WITNESSETH:

Whereas, the board of Health (hereinafter the "Board") voted on May 11, 2022 to employ Robert W Casper Jr (hereinafter the "Health Agent") to the position of the Health Agent; and

Whereas, the Board and Health Agent desire to enter into a written contract of employment setting forth the terms and conditions of such employment:

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

1. **Employment.** The town hereby employs Casper and Casper hereby accepts employment as the Health agent to the Board of Health.
2. **Term.** The term of employment shall be a period of one (1) year, beginning on July 1, 2022 and ending on June 30, 2023, unless this agreement is sooner terminated as herein provided for. The terms of this contract shall continue until a successor contract is negotiated and signed by the parties.
3. **Compensation.** FY2023 (July 1, 2022- June 30, 2023): \$42.68 per hour

The annual salary shall be paid in on the same day as other employees of the Town are paid.
4. **Duties.** The Health Agent shall perform faithfully, to the best of his ability, such duties and responsibilities as are consistent with the position of Health Agent in addition to others that shall be assigned by the Board and as are listed in the job description attached hereto. On a day to day basis, Casper shall work under the general supervision of the Town Administrator.
5. **Hours of Work.** The basic workweek of the Health Agent shall be (35) hours, and shall include all regularly scheduled Board of Health meetings. For purposes of this contract, seven hours shall equal one of the Health Agent's work days. The Health Agent shall be required to submit reports summarizing the duties performed each week.
6. **Compensatory Time Off.** In lieu of additional payment for time spent in excess of 35 hours a week, the Health Agent shall be granted compensatory time off from work for work performed at the request of the Board of Health equal to the number of hours worked over and above his 35-hour work week at the rate of one hour for one hour. The Clerk of the board shall approve all requests for compensatory time. Such requests must be supported by appropriate documentation. All compensatory time must be taken within the term of this contract.
7. **Vacation.** The Health Agent shall be entitled to (5) weeks' vacation for the length of this contract with pay pro-rated to his 35-hour work week. The (5) weeks' vacation may not be taken consecutively. Vacation dates must be approved by the board. The Health Agent is required to take the vacation days during the term of this contract.
8. **Sick Time.** The Health Agent shall be entitled to accrue at the rate of one and one-quarter (1 ¼) days for each month of actual work performed for a total of fifteen (15) days per year. Sick leave shall be cumulative from one year to the next, subject to a maximum of one hundred and twenty (120) days. To be used when he is incapacitated of the performance of his duties by illness or injury in accordance with other town employees. Sick leave which is not used shall accumulate and be available for use in succeeding years of his employment with the Town, subject to a maximum accumulation of one hundred and twenty

(120) days. In the event of his employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by his death, he or his spouse or designated beneficiary, as the case may be, shall be paid in a lump sum for the unused sick leave which has cumulated to his credit at the time of the termination of his employment.

9. **Personal Leave Days.** The Health Agent shall be granted, at the discretion of the Board, thirty-five (35) personal leave hours a year to attend to personal matters that cannot reasonably be attended to outside of his regular workday. Personal leave hours may be taken in segments of (7) seven hours or three and a half (3.5) hours and shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day which he is not in a pay status. The Health Agent is required to use the personal days during the term of this contract.
10. **Bereavement Leave.** The Health Agent shall be granted a leave of absence without loss of pay for a period not in excess of three (3) seven-hour days in the event of a death of his immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brothers or any other member of his immediate household.
11. **Holidays.** The Health Agent shall be excused from work without loss of pay on the following holidays: the first day of January, Martin Luther King's birthday, the third Monday in February, the third Monday in April, the last Monday in May, the nineteenth day of June, the fourth day of July, the first Monday in September, the second Monday in October, Veteran's Day, Thanksgiving Day, day after Thanksgiving, one-half day before Christmas Day, Christmas Day, one-half day before New year's Day, the Health Agent's Birthday and any other holiday declared by the Governor, and the General Court or the Board of Selectmen.
12. **Group Health and Life Insurance.** The group health insurance plan and the group life insurance plan provided by the Town to his employees shall be available to the Health Agent.
13. **Professional Development.** The Health Agent shall be permitted to attend courses, seminars, conferences and meetings, approved in advanced by the board to develop his skills and abilities as the Health Agent. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Board. The cost therefore shall be paid by the Town.
14. **Reimbursement for Expenses.** The board shall reimburse the Health Agent for all expenses reasonable incurred by him in the performance of his duties. Such expenses shall include, but shall not be limited to, attendance at courses, seminars, conferences and meetings and mileage that have been approved by the Board. The Health Agent shall receive a \$1500.00 annual stipend for mileage. The Health Agent shall also receive an annual stipend in the amount of \$150.00 for the Massachusetts Title 5 license for which he currently holds and an annual stipend of \$150.00 for the Massachusetts Certified Soil Evaluator license for which he holds. The Health Agent shall also receive an annual stipend in the amount of \$750.00 for the Title of Registered Environmental Health Specialist which he holds. The Health Agent is to receive an annual stipend of \$400.00 boot/shoes allowance and \$400.00 clothing allowance.
15. **Longevity.** The Health Agent shall be entitled to Longevity pay. An employee who completes the number of years of continuous employment with the Town in a position or positions in which he is entitled to longevity pay, shall be granted a longevity lump-sum annually in the amount set forth in the Town By-laws for the number of years of employment has completed.
16. **Performance Evaluation.** The performance of the Health Agent shall be evaluated in writing by the Board once a year during the term of this Agreement such evaluation shall be made prior to the annual review of his salary provided for paragraph 3 hereof. He shall have the right to make written response to such evaluation, and the written evaluation and the response shall be filed in his personnel file.

17. **Termination.** This agreement may be terminated during its term by:

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


18. **Renewal of Agreement.** This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The board shall give the Health Agent written notice of at least sixty (60) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event the Health Agent is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least (60) days prior to the end of the term.

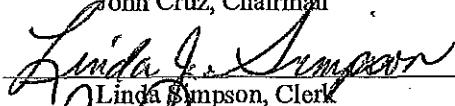
19. **Entire Agreement.** This agreement embodies the whole agreement between the Board and the Health Agent and there are no inducements, promises, terms conditions or obligations made or entered into by this party other than those contained herein. This Agreement may not be changed except by a writing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

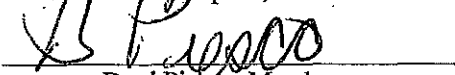
20. **Invalidity.** If any paragraph or part of this agreement is invalid, it shall not affect the remainder of the agreement, but said remainder shall be binding and effective against all parties.

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

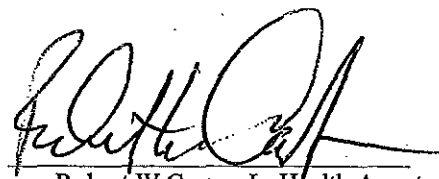
BOARD OF HEALTH



John Cruz, Chairman


Linda J. Simpson, Clerk


Brad Piesco, Member



Robert W Casper Jr, Health Agent

May 11, 2022
Date of Signatures

Minutes of the Board of Selectmen Meeting of Wednesday, February 2, 2022. Present were Anthony J. Kinahan, Chairman; Meredith L. Anderson, Vice Chairman; and Denise R. Reyes, Clerk. Also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room.

Also Present:

Mike Barrett, Barrett's Ale House
Luke Morel, Barrett's Ale House

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

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

The Board led the Pledge of Allegiance.

Chairman Kinahan stated first on the agenda was an Entertainment License amendment application for West Bridgewater Restaurants Inc. dba Barrett's Ale House located at 674 West Center Street.

Mr. Barrett and Mr. Morel introduced themselves and stated that they are looking to broaden the scope of their existing Entertainment License to include things like Comedy Shows, Drag Shows and Cabaret type events.

Mr. Morel stated Drag show performers are fully clothed and that the Cabaret performers are a bit more revealing but are mostly clothed. Mr. Morel stated that there is provocative dancing but the events are 21+ ticketed events, well regulated, and supervised.

Mr. Barrett stated during these events they do close the restaurant to the public and check tickets and ID's at the door, upon entry to the event.

Ms. Reyes stated she would like to see the Cabaret Shows limited to 6 times a year, as she does not believe it fits with the Town's aesthetic to be a regular occurrence.

Ms. Reyes **MOVED** to approve the Entertainment License, as presented, limiting the Cabaret Shows to 6 times a year, Ms. Anderson seconded, and so voted unanimously.

Mr. Barrett and Mr. Morel thanked the Board and exited the meeting room.

Chairman Kinahan stated next on the agenda was accepting the meeting minutes of November 17, 2021 for review.

Ms. Anderson **MOVED** to accept the meeting minutes of November 17, 2021 for review, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was awarding the Town Hall and DPW Facilities Cleaning Contract to Above and Beyond Cleaning LLC.

Ms. Anderson **MOVED** to approve the town Hall and DPW Facilities Cleaning Contract to Above and Beyond Cleaning LLC., Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was the budget hearings.

Treasurer/Collector, Scott Golder, presented budgets 1450 Treasurer/Collector, 7100 Retirement of Debt, 7510 Debt-Interest, and 7520 Short Term Interest.

The Board thanked Mr. Golder and he exited the meeting room.

Conservation Agent, John Delano, entered the meeting room and presented Budget 1710 Conservation Committee.

The Board thanked Mr. Delano and he exited the meeting room.

Chairman Kinahan requested that the Town Administrator start his report while waiting for the next scheduled budget hearing presenter to arrive.

Mr. Gagne stated the Town is making great strides with PFAS mitigation. Mr. Gagne stated the Town has been in compliance and is awaiting DEP approval for a carbon filtration system.

Mr. Gagne stated next on his report was the FY 23 Cherry Sheet Estimates. Mr. Gagne stated the net increase to the Town's local aid, year over year, is a little over \$700k, which will be extremely helpful. Mr. Gagne stated he is waiting on exact final amounts to be approved.

Mr. Gagne stated the State was offering free Covid tests to 102 communities, based on certain criteria, and unfortunately, West Bridgewater did not qualify. Mr. Gagne stated Plymouth County pro-actively purchased a couple thousand COVID tests and dispersed them to communities within the county. Mr. Gagne stated West Bridgewater received approximately 4k test. Mr. Gagne stated the Council on Aging and Housing Authority were given some of those test to have on hand for those in need and the Fire Department is housing the remainder of the tests. Mr. Gagne stated it has been posted on Facebook and the Town website that residents are welcome to pick up enough tests for the number of people in their household from the Fire Department.

At 6:42 p.m. Chairman Kinahan called for a brief recess.

At 6:46 p.m. the Board returned from the brief recess.

Board of Health Chairman, John Cruz, entered the meeting room and presented budgets 1950 Wastewater Treatment Facilities and 5110 Board of Health.

The Board thanked Mr. Cruz and he exited the meeting room.

At 6:48 p.m. Chairman Kinahan called for a brief recess.

At 6:51 p.m. the Board returned from the brief recess.

Fire Chief, Lincoln Thibeault, entered the meeting room and presented budget 2200 Fire Department.

The Board thanked Chief Thibeault and he exited the meeting room.

At 6:59 p.m. Mr. Delano and Ms. Wynne-Yee, Open Space Committee Chair, entered the meeting room.

Ms. Wynne-Yee presented budget 1751 Open Space Committee.

The Board thanked Mr. Delano and Ms. Wynne-Yee and they exited the meeting room.

Chairman Kinahan stated next on the agenda was the Town Administrator's State of Town Address that would include the Board discussing his job performance.

Mr. Gagne read aloud his State of the Town Address.

Ms. Reyes stated Mr. Gagne does a great job as Town Administrator. Ms. Reyes stated he is available 24/7, always taking calls after hours and is often at work after hours. Ms. Reyes stated Mr. Gagne is a wealth of knowledge and thanked him for all of his hard work.

Chairman Kinahan stated he agreed with Ms. Reyes.

At 7:24 p.m. Chairman Kinahan stated "I would entertain a motion to enter into Executive Session, not to return to Open Session, for purposes of contract negotiations with non-Union Personnel, specifically the Confidential Secretary and the Town Administrator."

ROLL CALL VOTE: Chairman Kinahan, yes; Ms. Anderson, yes; Ms. Reyes, yes.

Open Session adjourned at 7:24 p.m.

Denise R. Reyes, Clerk

Respectfully submitted by Confidential Secretary, Lorna J. Carroll.

List of Documents Included in the February 2, 2022 Meeting Packet:

- *Barrett's Ale House Entertainment License Amendment*

- *List of Requested Entertainment*
 - *Barrett's Proposed Entertainment License Amendments*
 - *Barrett's Current Entertainment License*
- *Meeting Minutes of November 17, 2021*
- *Above and Beyond Cleaning LLC Town Hall Cleaning Contract*
 - *Above and Beyond Cleaning LLC DPW Cleaning Contract*
- *Budgets:*
 - *1450 – Treasurer/Collector*
 - *7100 – Debt-Principal*
 - *7510 – Debt – Interest*
 - *7520– Short Term Interest*
 - *2200– Fire Department*
 - *1950- Wastewater Treatment Facilities*
 - *5110- Board of Health*
 - *1710- Conservation Commission*
 - *1715– Open Space Committee*
 - *1720– Agricultural Commission*
 - *5260– Womansplace Crisis Center*
 - *5270– BAARC*
 - *5280 – Old Colony Hospice Care*
 - *6600 - Plymouth County Ext. Services*
- *Email from Water Superintendent re: PFAS*
- *FY2023 Preliminary Cherry Sheet Estimates*
- *Town Facebook Posting Announcing Free Covid Test Pick Up*
- *Town Administrator's State of the Town Address*

Minutes of the Board of Selectmen Meeting of Wednesday, February 9, 2022. Present were Anthony J. Kinahan, Chairman; Meredith L. Anderson, Vice Chairman; and Denise R. Reyes, Clerk. Also present was David L. Gagne, Town Administrator and Linda A. Torres, Assistant Town Administrator/HR Director. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room.

Also Present:

Marci Lee, 28 Glenmere Street

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

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

The Board led the Pledge of Allegiance.

Chairman Kinahan stated first on the agenda was ratifying Gina Wasden's employment as the part-time Finance Committee secretary.

Ms. Torres stated Ms. Wasden could not attend the meeting tonight. Ms. Torres stated Ms. Wasden was interviewed by herself and Finance Committee Chair, Janice Fox, and they are requesting that the Board ratify her employment.

Ms. Anderson **MOVED** to ratify Ms. Wasden's employment as the part-time Finance Committee secretary, Ms. Reyes seconded and so voted unanimously.

Ms. Torres thanked the Board and exited the meeting room.

Chairman Kinahan stated next on the agenda was appointing a Board of Selectman Representative to the Capital Budget Committee.

Mr. Kinahan stated he enjoys serving on the Capital Budget Committee and has done so in years passed but is willing to give someone else the opportunity if they are interested.

Ms. Reyes stated she would not be available to attend the mid-day meetings.

Ms. Anderson stated she would be interested in serving as the Board of Selectman's Capital Budget Committee representative this year.

Ms. Anderson **MOVED** to appoint herself as the Board's Capital Budget Committee representative, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda were the budget hearings. Chairman Kinahan asked Mr. Gagne to present his budgets while the Board awaited the arrival of the other budget presenters.

Mr. Gagne presented budgets 1350 Accountant, 1510 Town Counsel, 5430 Veterans, 1560 Cable TV Committee, 1750 Planning Board, 1760 Board of Appeals, 1850 Rent Control Board, 1920 ADA Compliance Committee, and 1945 Municipal Building Needs Committee.

Mr. Gagne went on to the Town Administrator's report. Mr. Gagne stated a PFAS update letter has been dispersed to residents noting the quarterly levels. Mr. Gagne stated the Water Commissioners will be presenting their budget tonight and the Board could ask them any specific questions they may have.

Mr. Gagne stated the Plymouth County Mosquito Control Project cost has increased by 1.92%/\$1700. Mr. Gagne stated the increase is a direct correlation to how many people from Town contact Plymouth County for mosquito spraying services.

At 6:37 p.m. Chairman Kinahan called for a brief recess.

At 6:41 p.m. the Board returned from the brief recess.

At 6:41 p.m. Elderly Services Director, Marilyn Mather, entered the meeting room and presented budget 5410 Council on Aging.

At 6:48 p.m. Ms. Deborah Cauley entered the meeting room.

At 6:49 p.m. Water Superintendent, Wayne Parks, and Water Commissioner, Art Cabral, entered the meeting room.

At 6:54 p.m. Water Commissioner Chairman, Richard Krugger, entered the meeting room.

The Board thanked Ms. Mather and she exited the meeting room.

Mr. Parks and Mr. Krugger presented budget 4500 Water Department.

Mr. Krugger requested that the GIS position be added to future budgets as a separate salary line.

At 7:05 p.m. Library Director, Laura Williams, and Assistant Library Director, Melanie Terrill, entered the meeting room.

At 7:10 p.m. Library Trustees, Scott Ames & Christine Roberts entered the meeting room.

Ms. Reyes asked Mr. Parks and Mr. Krugger if the Town was still under the bottled water advisory.

Mr. Parks stated the Water Department is still offering safe water to those in need. Mr. Parks stated he is still waiting to be cleared for this quarter and then the Town will officially not be under the bottled water advisory.

The Board thanked Mr. Parks and the Water Commissioners and they exited the meeting.

Ms. Williams and Ms. Terrill presented budget 6100 Library.

At 7:27 p.m. Principal Assessor, John Donahue, and Board of Assessors Chairman, Steve McCarthy entered the meeting room.

The Board thanked Ms. William and Ms. Terrill and they exited the meeting room.

Mr. Donahue and Mr. McCarthy presented budget 1410 Assessors.

Mr. McCarthy noted the Principal Assessors salary line of \$90k stating Mr. Donahue was expected to retire in May and they would be budgeting for his replacement.

Chairman Kinahan asked if the \$90k would be fair market value for a new assessor. Chairman Kinahan requested that the Board of Assessors work with Assistant Town Administrator/HR Director, Linda Torres, to finalize that line item for future hiring. Chairman Kinahan stated Ms. Torres should conduct a comparative salary study.

Mr. McCarthy stated no individual will accept the position if they are being offered only a one year contract but he has someone in mind for the position.

Chairman Kinahan stated, by statute, the Board of Assessors cannot sign a multiyear contract but the Board of Selectmen can. Chairman Kinahan stated if the Board of Assessors want to work with the HR Director and the Board of Selectmen, they can recommend a candidate and the Board of Selectmen can ratify a multiyear contract, in turn being the managing entity of the contract.

Mr. McCarthy stated he would also like to reclassify Principal Secretary, Daniela Nilsson, to Head Administrative Secretary, which is reflected in the budget proposal.

Mr. Gagne stated the reclassification would bring her to Head Administrative Secretary, and since she is a fairly new hire, he was unsure as to whether or not her role would fit that classification description. Mr. Gagne stated if this is something the Board of Assessors would like to pursue they can submit a request to the Board of Selectmen for the reclassification.

Ms. Reyes stated she does not believe the Town is benefiting from Patriot Properties' services, seeing how Mr. Donahue submitted 36 hours of comp. time in the month of November. Ms. Reyes stated Patriot Properties was supposed to lower the comp. time earned by the Principal Assessor and it hasn't seemed to work that way.

Mr. Donahue stated Patriot Properties does analytical work and he prepares the information for the classification hearing. Mr. Donahue stated he had some medical issues last year and the comp. time in November was making up for that lost time.

Mr. McCarthy stated he believes the Town is getting a lot from Patriot Properties. Mr. McCarthy stated thanks to Mr. Donahue negotiating; Patriot Properties' fees have not gone up for several years.

Ms. Reyes asked if Mr. Donahue had more comp. time to submit.

Mr. Donahue stated he has comp time from November, December, January, July, August, and September.

Ms. Reyes requested that Mr. Donahue report back to the Board with a total number of comp hours he has accrued. Ms. Reyes stated the fact that he has so much unreported comp time is problematic. Ms. Reyes stated the Town needs to know what their liability is.

Mr. Donahue stated he would submit the remainder of his comp. time to the HR Director by next week.

At 7:54 p.m. Mr. McCarthy and Mr. Donahue exited the meeting room.

At 7: 54 p.m. Chairman Kinahan opened the public comment period.

Chairman Kinahan stated "I would entertain a motion to enter into Executive Session, not to return to Open Session, to conduct a strategy session in preparation for negotiations with all non-union contractual employees under the Board of Selectmen."

ROLL CALL VOTE: Chairman Kinahan, yes; Ms. Anderson, yes; Ms. Reyes, yes.

Open Session adjourned at 7:55 p.m.

Denise R. Reyes, Clerk

Respectfully submitted by Confidential Secretary, Lorna J. Carroll.

List of Documents Included in the February 9, 2022 Meeting Packet:

- *Offer of Employment Letter to Ms. Wasden*
 - *Ms. Wasden's Resume*
- *Budget 5410 Council on Aging*
- *Budget 4500 Water Department*
- *Budget 6100 Library*
 - *Library Graphic Breakdown*

- *Budget 1410 Assessors*
- *Budget 1350 Accountant*
- *Budget 1510 Town Counsel*
- *Budget 5430 Veterans*
- *Budget 1560 Cable TV Committee*
- *Budget 1750 Planning Board*
- *Budget 1760 Board of Appeals*
- *Budget 1850 Rent Control Board*
- *Budget 1920 ADA Compliance Committee*
- *Budget 1945 Municipal Building Needs Committee*
- *PFAS6 Public Notice from the West Bridgewater Water Department*
- *Plymouth County Mosquito Control Project Budget Notification*
 - *Massachusetts Mosquito Control Budget Notification & Compliance Certification Policy*



Board of Selectmen

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

MEMORANDUM

To: The Honorable Board of Selectmen

From: Christine T. Eaton, Temporary Confidential Secretary

Re: Schedule of Meetings and Important Dates for the Second Half of Calendar Year 2022

Date: May 11, 2022

All meetings begin at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room, 2nd Floor, Town Hall unless otherwise noted.

All meetings subject to change due to scheduling conflicts.

Meeting Dates

Important Dates & Town Hall Closings

July 6, 2022

July 4, 2022, Independence Day, Closed

August 3, 2022

September 7, 2022
September 21, 2022

September 5, 2022, Labor Day, Closed
September 23, 2022, Employee Appreciation Day
(Tentative)

October 5, 2022
October 19, 2022

October 10, 2022 Columbus Day, Closed

November 2, 2022
November 16, 2022

November 11, 2022, Veterans Day, Closed
November 23, 2022, Close at Noon
November 24, 2022, Thanksgiving Day, Closed
November 25, 2022, Closed

December 7, 2022
December 21, 2022

December 23, 2022, Closed
(Observe Christmas Eve)
December 26, 2022, Closed
(Observe Christmas)
December 30, 2022, Closed
(Observe New Year's Eve)
January 2, 2023, Closed
(Observe New Year's Day)



Linda Torres <ltorres@wbridgewater.com>

List creation

Victor Flaherty <vflaherty@wbpd.com>

Mon, May 16, 2022 at 10:17 AM

To: Linda Torres <ltorres@wbridgewater.com>, Timothy Nixon <tnixon@wbpd.com>

Linda,

I'm requesting that the Board of Selectmen at their next meeting vote to request from the Civil Service Commission the hiring of (5) Permanent Intermittent Police Officers. There will be no cost to the Town but it will allow the police department to establish a part time (Intermittent) list from Civil Service for future full time appointments.

Any questions please let me know

Vic

--

Victor R. Flaherty Jr.
Chief of Police
West Bridgewater Police Dept.
508-894-1294

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

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

03/08/22

Plymouth County

Page 1

MONTH SUMMARY

MONTH ENDING: 02/28/2022

TOWN OF WEST BRIDGEWATER

TICKETS ISSUED:

0	\$0
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PAID TRANSACTIONS:

	TOTAL		Tickets		Notices		Marks	
	=====		=====		=====		=====	
COUNTY	0	\$0	0	0	0	0	0	0
CLERK	0	0	0	0	0	0	0	0
TOTAL	0	\$0*	0	0	0	0	0	0

DISMISSED TRANSACTIONS:

0	\$0
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ADJUSTMENT AND ERROR CLEAR TRANSACTIONS:

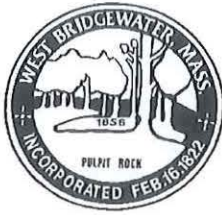
		Amount Received	Amount Adjusted
		-----	-----
Adjustments:			
COUNTY	0	\$0	\$0
CLERK	0	\$0	\$0
Error Clears:			
COUNTY	0	\$0	\$0
CLERK	0	\$0	\$0
	0	\$0**	\$0

UNPAID TRANSACTIONS:

	TOTAL		Tickets		Notices		Marks	
	=====		=====		=====		=====	
684	\$26,945	0	\$0	448	\$13,615	236	\$13,330	

*This total represents all tickets and payments received by the
Plymouth County Data Processing Department and those reported
by the Town Parking Clerk.

**This total is represented in the PAID TRANSACTIONS TOTAL.



Town of West Bridgewater

OFFICE OF TOWN CLERK

TOWN HALL

65 NORTH MAIN STREET

WEST BRIDGEWATER, MA 02379

TEL. (508) 894-1167 FAX (508) 894-1210

townclerk@wbridgewater.com

Anne G. Iannitelli, CMC, CMMC
Town Clerk

May 4, 2022

David Gagne
Town Administrator



Dear David,

This is to inform you that Sharon Ledin has requested to carry over 5 vacation days into FY 23, her anniversary date is May 26, 2022.

Thank you,

Anne G. Iannitelli
Town Clerk, CMC, CMMC



Office of the Town
Administrator

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

Vacation Carry-Over Request Form

Please submit this form to the Town Administrator at least two weeks prior to your anniversary hire date.

Employee: SHARON L. LEDIN

Position: ASSISTANT TOWN CLERK

Department: TOWN CLERK

Number of Days requested: 5 DAYS

Site Contractual Authorization: VACATION TIME NOT EXCEEDING 5 DAYS MAY BE ROLLED

TO THE NEXT EMPLOYMENT YEAR, PROVIDED THE REQUEST IS MADE IN WRITING TO THE
DEPARTMENT HEAD OR BOARD AND APPROVAL OF BOARD OF SELECTMEN.

Anniversary Date/Start of New Benefits Year: MAY 26, 2022

Employee Signature:

Date: MAY 4, 2022

Department Head Signature (if applicable):

Date: MAY 4, 2022

Approved by: David Gagne, Town Administrator

Date:

5/4/22

cc: Board of Selectmen
Linda Torres, Assistant Town Administrator/HR Director
Scott Golder, Treasurer
Maureen Adams, Assistant Treasurer
Kathy Reed, Accountant

Effective June 5, 2019

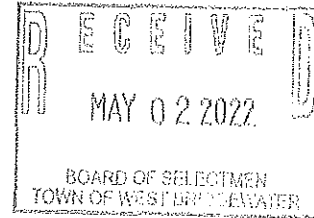


Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO

massDOT
Massachusetts Department of Transportation

April 28, 2022

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



Dear David Gagne:

We are happy to announce \$100,000,000 in statewide funding for the Winter Recovery Assistance Program, also known as WRAP. WRAP provides supplemental funding to cities and towns for improvements to their transportation networks in response to this past winter's harsh weather. Program funding is allocated using a formula based on a municipality's share of local roadway mileage. West Bridgewater's WRAP funding apportionment is \$169,034.88 based on its locally owned mileage of 50.685608960000003.

WRAP is a reimbursement-based program, and municipalities must enter into an agreement with MassDOT before incurring any costs. Funding must be spent on eligible expenses in order to be reimbursed by MassDOT, and municipalities must submit online project reports with each reimbursement request. Please only begin WRAP work after receiving a Notice to Proceed from MassDOT. To initiate the contracting process, email WRAPReporting@dot.state.ma.us with the contact information (including email address) of your municipality's authorized signatory. The spending deadline for WRAP funding is **June 30, 2023**.

Additional program details including contracting, eligible costs, project reporting, and key deadlines are available online at www.mass.gov/winter-recovery-assistance-program-wrap. Thank you for your commitment to improving the Commonwealth's transportation infrastructure.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
www.mass.gov/massdot

FY2023 Preliminary Cherry Sheet Estimates
West Bridgewater

PROGRAM	FY2022 Cherry Sheet Estimate	FY2023 Governor's Budget Proposal	FY2023 HWM Budget Proposal	FY2023 Senate Preliminary Budget Proposal	FY2023 Conference Committee
Education Receipts:					
Chapter 70	4,569,989	5,314,661	5,314,661	5,314,661	
School Transportation	0	0	0	0	
Charter Tuition Reimbursement	21,368	13,357	17,066	17,066	
Smart Growth School Reimbursement	0	0	0	0	
Offset Receipts:					
School Choice Receiving Tuition	1,572,606	1,529,220	1,529,220	1,529,220	
Sub-Total, All Education Items:	6,163,963	6,857,238	6,860,947	6,860,947	
General Government:					
Unrestricted Gen Gov't Aid	718,701	738,106	738,106	757,511	
Local Share of Racing Taxes	0	0	0	0	
Regional Public Libraries	0	0	0	0	
Veterans Benefits	11,141	2,315	2,315	2,315	
Exemp: VBS and Elderly	43,163	49,748	49,748	49,748	
State Owned Land	46,042	46,018	48,018	59,103	
Offset Receipts:					
Public Libraries	13,779	15,944	16,960	18,961	
Sub-Total, All General Government:	832,826	852,131	853,137	887,638	
Total Estimated Receipts:					
	6,996,789	7,709,369	7,714,084	7,748,585	
				34,501.00	Net Increase

PROGRAM	FY2022 Cherry Sheet Estimate	FY2023 Governor's Budget Proposal	FY2023 HWM Budget Proposal	FY2023 Senate Preliminary Budget Proposal	FY2023 Conference Committee
County Assessments:					
County Tax	25,802	26,447	26,447		26,447
Suffolk County Retirement	0	0	0		0
Sub-Total, County Assessments:	25,802	26,447	26,447		26,447
State Assessments and Charges:					
Retired Employees Health Insurance	0	0	0		0
Retired Teachers Health Insurance	578,563	573,641	573,641		573,641
Mosquito Control Projects	40,619	41,434	40,631		40,631
Air Pollution Districts	2,509	2,622	2,622		2,622
Metropolitan Area Planning Council	0	0	0		0
Old Colony Planning Council	2,844	2,996	2,996		2,996
RMV Non-Renewal Surcharge	9,720	9,620	9,620		9,620
Sub-Total, State Assessments:	634,255	630,313	629,510		629,510
Transportation Authorities:					
MBTA	39,612	43,412	43,412		43,412
Boston Metro. Transit District	0	0	0		0
Regional Transit	10,287	10,544	10,544		10,544
Sub-Total, Transp Authorities:	49,899	53,956	53,956		53,956
Annual Charges Against Receipts:					
Multi-Year Repayment Program	0	0	0		0
Special Education	0	0	0		0
STRAP Repayments	0				
Sub-Total, Annual Charges:	0	0	0		0
Tuition Assessments:					
School Choice Sending Tuition	79,138	78,863	78,863		78,863
Charter School Sending Tuition	120,713	100,934	104,586		104,586
Sub-Total, Tuition Assessments:	199,851	179,797	183,449		183,449
Total All Estimated Charges:					
	909,807	890,513	893,362		893,362
					0 Net Change
					34,501.00 Net Increase/Decrease