



Board of Selectmen

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

Open Session Agenda Wednesday, October 19, 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

- 6:45pm Joint Petition of Massachusetts Electric Company and Verizon New England, Inc. to Install 1 new pole on North Elm Street 25-31

APPOINTMENTS

- 6:30pm Ratify Employment & Execute Employment Contracts for:
- Town Planner / Coordinator of Inspectional Services – Tracy Altrich 3-7
 - Executive Assistant – Christine Eaton 8-12
 - Assistant Library Director – Rebecca Waitt 13-19
- 6:35pm Vote on Police Appointments
- Lateral Transfer – Full Time – Kyle McNeill 20
 - Permanent Intermittent – Stefano D'Emilia 21
 - Permanent Intermittent – Brian Smith Jr. 23-24

Warrants/Board of Selectmen Business:

- a. Vote to Appoint Tim Hay to the By-Law Study Committee and the Recreational Space Committee 32
- b. Vote to Appoint Priscilla Pratt to the Council on Aging Board 33
- c. Accept Brenda Cappiello's Resignation from the ADA Committee 34
- d. Accept Janet Carlson's Resignation from the Council on Aging 35
- e. Accept Keith Porges' Resignation from the Zoning Board of Appeals 36
- f. Vote to Appoint the following Department Heads as Record Access Officers
- Ann Williams - Assessors

- Melanie Terrill - Library
 - Timothy Hay – Conservation Commission
- g. Vote to Sign Election Warrant 37-41
- h. FYI – Early Voting Information 42
- i. Approve Meeting Minutes of September 7, 2022 43-48
- j. Accept Meeting Minutes of September 21, 2022 for Review. 49-50
- k. Vote to Certify Adoption of the Town’s Hazard Mitigation Plan 51
- l. Discussion:
 - Reimbursement to Town Administrator for vandalism to his personal vehicle while on Town business 52-66
- 2. Communications and Reports from Boards, Commissions and Town Officials:**
- 3. Correspondence from the Public to Determine a Course of Action:**
- 4. Public Comment Period:**
- 5. Town Administrator’s Report:**
 - a. FYI – First Responders Appreciation Open House at Council on Aging on Friday, October 28 67
 - b. FYI – Recreational Space Committee Anticipated to be at Next Board of Selectmen Meeting.
Re: Request Special Town Meeting for Athletic Complex / Athletic Fields 68
 - c. Update – Inspectional Services Consolidation Plan
- 6. Adjourn:**



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

MEMORANDUM

TO: Honorable Board of Selectmen

FROM: Linda A. Torres, Assistant Town Administrator/HR Director

DATE: October 19, 2022

RE: Tracy L. Altrich-Town Planner/Coordinator of Inspectional Services

Highlights of the proposed Contract as follows for Tracy L. Altrich as the Town Planner/Coordinator of Inspectional Services:

- Term of Contract: November 14, 2022 - June 30, 2025
- Salary:
 - FY23 \$100,000
 - FY24 \$103,000 (3%)
 - FY25 \$106,090 (3%)
- Vacation: 3 weeks /year
- Sick Days: 12 Days/ year

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 19th day of October 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 Selectmen, hereinafter referred to as the "Town", and Tracy L. Altrich of West Bridgewater, MA, hereinafter referred to as "Altrich".

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

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

WITNESSETH:

1. **EMPLOYMENT.** The Town hereby employs Altrich and she hereby accepts employment as Town Planner/Coordinator of Inspectional Services.
2. **TERM.** The term of employment shall be a period of three (3) years, beginning on November 14, 2022 and ending on June 30, 2025, unless this Agreement is sooner terminated as herein provided for.
3. **COMPENSATION.** The Board and Altrich agree that for the first year of the contract, Altrich's annual salary rate as of October 19, 2022 shall be \$100,000. The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid.

Effective salary for July 1, 2023 shall be \$103,000 representing a 3% increase.

Effective salary for July 1, 2024 shall be \$106,090 representing a 3% increase.

4. **DUTIES.** Altrich shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Town Administrator, without limitation, those set forth in the job description. On a day to day basis Altrich shall work under the general supervision of the Town Administrator.
5. **HOURS OF WORK.** The basic workweek of Altrich shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to her basic workweek, Altrich is required to attend Planning Board, Zoning Board of Appeals Meetings and attend Town Meetings. Altrich

shall be granted compensatory time off during her basis workweek for attending the night meetings as required and any other time at the discretion of the Town Administrator.

6. **VACATION.** Altrich shall be entitled to three weeks of vacation with pay during each year of the terms of this Agreement. In the event that Altrich, through no fault of her own, is unable to take her allotted vacation time during the term of her contract, she shall be permitted to carry over up to ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. Altrich shall be paid in a lump-sum for any unused vacation time she has to her credit at the time of the termination of her employment under this Agreement.
7. **SICK LEAVE.** Altrich shall be entitled to twelve (12) days of sick leave with pay during each year of the term of this Agreement to be used when she is incapacitated for the performance of her duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of her employment, subject to a maximum accumulation of ninety days (90) days. In the event her employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by her death, she or her spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to her credit at the time of the termination of her employment up to 90 days.
8. **PERSONAL LEAVE DAYS.** Altrich shall be granted, at the discretion of the Town Administrator, three (3) personal leave days to attend to personal matters that cannot reasonably be attended to outside of her regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which she is not in a pay status.
9. **BEREAVEMENT LEAVE.** Altrich shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death in her immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of her immediate household.
10. **JURY DUTY.** In the event Altrich is required to perform jury duty, she shall receive leave with pay for the duration of such duty. She shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and her regular compensation.
11. **UNPAID LEAVE.** Unpaid leave may be granted to Altrich by the Town Administrator for any period or periods of absence which are not covered by any paid leave provided for hereunder.
12. **HOLIDAYS.** Altrich shall be excused from work without loss of pay on the following holidays: The first day of January; Martin Luther King's Birthday; the third Monday in February; the third Monday in April; the last Monday in May; Juneteenth; the fourth day in July;

the first Monday in September; the second Monday in October; Veteran's Day; Thanksgiving Day, the day after Thanksgiving; one-half day before Christmas Day; Christmas Day, one half day before New Year's day and any other holiday declared by the Governor, the General Court or the Board of Selectmen.

13. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Altrich.
14. **PROFESSIONAL DEVELOPMENT.** Altrich shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Town Administrator, to develop her skills and abilities as Town Planner/Coordinator of Inspectional Services. The cost thereof shall be paid by the Town.
15. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse Altrich for all expenses reasonably incurred by her in the performance of her duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at courses, seminars, conference and meetings which have been approved by the Town Administrator. Travel costs shall be reimbursed at the rate per miles paid to other Town Employees.
16. **PERFORMANCE EVALUATION.** The performance of Altrich may be evaluated in writing by the Town Administrator once a year during the term of this Agreement. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.
17. **LONGEVITY.** Altrich shall be entitled to longevity benefits as outlined in Article 16 "Personnel" in the Town's by-laws and will be paid in accordance of such by-law.
18. **TERMINATION.** This Agreement may be terminated during its term by:
 - a. Mutual agreement of the parties;
 - b. Retirement of Altrich;
 - c. Disability of Altrich that prevents the performance of her duties for a period of one hundred eight (180) days;
 - d. Death of Altrich;
 - e. Dismissal of Altrich for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Town Administrator, Altrich shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a hearing before the Board at which she may be represented by Counsel, present evidence, and call witnesses to testify in her behalf.

19. RENEWAL OF AGREEMENT. This Agreement shall terminate at the end of said term of three (3) years unless it is extended for an additional term of a year or years by the Board. The Board/Town Administrator shall give Altrich written notice of at least sixty (60) days prior to the end of the term as to whether or not it desires to renew the Agreement. In the event Altrich is not interested in a renewal of the Agreement, she shall give the Board/Town Administrator written notice of such fact at least sixty (60) days prior to the end of the term.
20. ENTIRE AGREEMENT. This Agreement embodies the whole agreement between the Board and Altrich and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.
21. INVALIDITY. If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

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

BOARD OF SELECTMEN

Anthony J. Kinahan, Chairman

Denise R. Reyes, Vice-Chairman

Meredith L. Anderson, Clerk



Tracy L. Altrich
Town Planner/Coordinator of Inspectional Services



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

MEMORANDUM

TO: Honorable Board of Selectmen

FROM: Linda A. Torres, Assistant Town Administrator/HR Director

DATE: October 19, 2022

RE: Christine Eaton – Executive Assistant

Highlights of the proposed Contract as follows for Christine Eaton as Executive Assistant:

- Term of Contract: October 19, 2022 – June 30, 2025
- Salary:
 - FY23 \$58,000
 - FY24 \$59,740
 - FY25 \$61,532
- Vacation: 2 weeks / year
- Sick Days: 12 Days / year

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 19th day of October 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 Selectmen, hereinafter referred to as the "Town", and Christine T. Eaton of Scituate, MA, hereinafter referred to as "Eaton".

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

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

WITNESSETH:

1. **EMPLOYMENT.** The Town hereby employs Eaton and she hereby accepts employment as Executive Assistant.
2. **TERM.** The term of employment shall be a period of three (3) years, beginning on October 19, 2022 and ending on June 30, 2025, unless this Agreement is sooner terminated as herein provided for.
3. **COMPENSATION.** The Board and Eaton agree that for the first year of the contract, Eaton's annual salary rate as of October 19, 2022 shall be \$58,000. The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid.

Effective salary for July 1, 2023 shall be \$59,740 representing a 3% increase.

Effective salary for July 1, 2024 shall be \$61,532 representing a 3% increase.
4. **DUTIES.** Eaton shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Town Administrator and Assistant Town Administrator including, without limitation, those set forth in the job description. On a day to day basis Eaton shall work under the general supervision of the Town Administrator.
5. **HOURS OF WORK.** The basic workweek of Eaton shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to her basic workweek, Eaton is required to take meeting minutes at the Board of Selectmen Meetings and attend Town Meetings. Eaton shall be granted compensatory time off during her basis workweek for attending the night meetings as required and any other time at the discretion of the Town Administrator.

6. **VACATION.** Eaton shall be entitled to two weeks of vacation with pay during each year of the terms of this Agreement. In the event that Eaton, through no fault of her own, is unable to take her allotted vacation time during the term of her contract, she shall be permitted to carry over up to ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. Eaton shall be paid in a lump-sum for any unused vacation time she has to her credit at the time of the termination of her employment under this Agreement.
7. **SICK LEAVE.** Eaton shall be entitled to twelve (12) days of sick leave with pay during each year of the term of this Agreement to be used when she is incapacitated for the performance of her duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of her employment, subject to a maximum accumulation of ninety days (90) days. In the event her employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by her death, she or her spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to her credit at the time of the termination of her employment up to 90 days.
8. **PERSONAL LEAVE DAYS.** Eaton shall be granted, at the discretion of the Town Administrator, three (3) personal leave days to attend to personal matters that cannot reasonably be attended to outside of her regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which she is not in a pay status.
9. **BEREAVEMENT LEAVE.** Eaton shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death in her immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of her immediate household.
10. **JURY DUTY.** In the event Eaton is required to perform jury duty, she shall receive leave with pay for the duration of such duty. She shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and her regular compensation.
11. **UNPAID LEAVE.** Unpaid leave may be granted to Eaton by the Town Administrator for any period or periods of absence which are not covered by any paid leave provided for hereunder.
12. **HOLIDAYS.** Eaton shall be excused from work without loss of pay on the following holidays: The first day of January; Martin Luther King's Birthday; the third Monday in February; the third Monday in April; the last Monday in May; Juneteenth; the fourth day in July; the first Monday in September; the second Monday in October; Veteran's Day; Thanksgiving Day, the day after Thanksgiving; one-half day before Christmas Day; Christmas Day, one half day before New Year's day and any other holiday declared by the Governor, the General Court or the Board of Selectmen.

13. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Eaton.
14. **PROFESSIONAL DEVELOPMENT.** Eaton shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Town Administrator, to develop her skills and abilities as Executive Assistant. The cost thereof shall be paid by the Town.
15. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse Eaton for all expenses reasonably incurred by her in the performance of her duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at courses, seminars, conference and meetings which have been approved by the Town Administrator. Travel costs shall be reimbursed at the rate per miles paid to other Town Employees.
16. **PERFORMANCE EVALUATION.** The performance of Eaton may be evaluated in writing by the Town Administrator once a year during the term of this Agreement. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.
17. **LONGEVITY.** Eaton shall be entitled to longevity benefits as outlined in Article 16 "Personnel" in the Town's by-laws and will be paid in accordance of such by-law.
18. **TERMINATION.** This Agreement may be terminated during its term by:
 - a. Mutual agreement of the parties;
 - b. Retirement of Eaton;
 - c. Disability of Eaton that prevents the performance of her duties for a period of one hundred eight (180) days;
 - d. Death of Eaton;
 - e. Dismissal of Eaton for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Town Administrator, Eaton shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a hearing before the Board at which she may be represented by Counsel, present evidence, and call witnesses to testify in her behalf.
19. **RENEWAL OF AGREEMENT.** This Agreement shall terminate at the end of said term of three (3) years unless it is extended for an additional term of a year or years by the Board. The Board/Town Administrator shall give Eaton written notice of at least sixty (60) days prior to the end of the term as to whether or not it desires to renew the

Agreement. In the event Eaton is not interested in a renewal of the Agreement, she shall give the Board/Town Administrator written notice of such fact at least sixty (60) days prior to the end of the term.

20. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Eaton and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.
21. **INVALIDITY.** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

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

BOARD OF SELECTMEN

Anthony J. Kinahan, Chairman

Denise R. Reyes, Vice-Chairman

Meredith L. Anderson, Clerk



Christine T. Eaton
Executive Assistant



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

MEMORANDUM

TO: Honorable Board of Selectmen

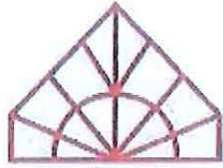
FROM: Linda A. Torres, Assistant Town Administrator/HR Director

DATE: October 19, 2022

RE: Rebecca Waitt – Assistant Library Director

Highlights of the proposed Contract as follows for Rebecca Waitt as Assistant Library Director:

- Term of Contract: October 24, 2022 – June 30, 2023
- Salary:
FY23 \$65,793
- Vacation: 3 weeks / year
- Sick Days: 12 Days / year



WEST BRIDGEWATER
PUBLIC LIBRARY

Melanie Terrill, Library Director

WEST BRIDGEWATER PUBLIC LIBRARY

80 Howard Street

West Bridgewater, Massachusetts 02379

Telephone: (508) 894-1255

Fax Number: (508) 894-1258

Library Board of Trustees

Deborah Lancaster - Chairperson

Scott Ames – Vice Chairman

David Church – Member

Christopher Lawrence Member

Kristine Roberts – Member

Dear Rebecca,

September 28 2022

Congratulations! As you are aware, you have been selected to advance to the final stages of the hiring process for the Assistant Director position of the West Bridgewater Public Library.

This is a full-time non-union position and subject to contract negotiations.

Please join us at the Board of Selectmen Meeting on October 5, 2022 at 6:30 p.m. When you can meet the Board and the Town Administrator will recommend the Board ratify your employment. All offers and acceptances are contingent on the Board's approval and pre-employment background screening.

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

Sincerely,

Melanie K Terrill

Melanie K. Terrill

Library Director

West Bridgewater Public Library

cc: David L. Gagne, Town Administrator
Linda Torres, Assistant Town Administrator/ HR Director
Deborah Lancaster - Chairperson
Scott Ames – Vice Chairman
David Church – Member
Christopher Lawrence - Member
Kristine Roberts – Member

Employment Agreement between The West Bridgewater Public Library and Rebecca Waitt
WEST BRIDGEWATER PUBLIC LIBRARY

This document is an agreement dated this: **Thursday, October 13th** between and by Library Director of the West Bridgewater Public Library; referred to in this Agreement as the "Employer" and the undersigned **Rebecca Waitt** referred to in this Agreement as the "Employee".

In consideration of the promises contained in this Agreement, the Employer and the Employee agree:

1. By executing this agreement, the Employer makes an offer of employment to hire the Employee with the job title of Assistant Director abiding by the terms and conditions set forth in this Agreement.
2. By signing this Agreement, the Employee fully accepts said offer of employment and, with the provisions of this Agreement, agrees to serve the Employer faithfully, efficiently and economically in accordance with all applicable constitutions, statutes, ordinances, by-laws, charters, written policies of the Employer and the agreed signed job description dated **Thursday, October 13th** which is hereby made part of this Agreement.
3. The Employee will begin work at the Library in accordance with this agreement on **Monday, October 24, 2022** and, except as otherwise provided by paragraph 8, this Agreement shall be automatically extended for successive periods of one (1) year beginning on October 24, 2023 and each year thereafter on the anniversary date of 10/24 of each year unless a decision is made against such an extension by the Library Director and the Employee is provided with a written notice by certified mail not less than fourteen (14) days before the current Agreement expires. Any future determination not to renew this Agreement by the Library Director shall be at the sole discretion of the Library Director.

4. As compensation for services rendered during the term of the agreement, the Employee shall be paid an annual salary of \$65,793, the frequency and number of payments will be determined by the Employer in accordance with its usual and customary practices. The annual salary shall be reviewed by the Employer in relation to both its annual budget and a satisfactory performance of your duties and obligations set forth in this Agreement no later than the anniversary date of this agreement. The Employer will provide the Employee with a written job performance summary, including any specific suggestions for improved future performance where applicable. The Employer's decision regarding salary adjustment, if any, will be based on this performance appraisal.

5. The Employee will be provided with a written summary of their job performance at the conclusion of the Employee's first six (6) months of employment (in early Spring, 2023) and every year thereafter. The Employee shall attend all regularly scheduled monthly meetings of the Library Board of Trustees.

6. The Employee's work week shall consist of 40 hours and will include the following benefits:

a. Sick Leave accrual of 1.00 days per month for a total of 12 days of sick days per year

b. Paid Holidays, Bereavement Leave, and Other Leaves of Absence as noted in the West Bridgewater By-Laws last updated 2021.

c1. Vacation and Personal Time - The employee anniversary date will be 10/24. Upon hire on 10/24/2022, employee will earn three weeks (15 days) of paid vacation leave to be taken, with Library Director approval, between 10/25/2022 and 10/23/2023.

c2. The employee anniversary date will be 10/24. Upon hire on 10/24/2022, the employee will earn three days of paid personal time to be taken, with Library Director approval, between 10/25/2022 and 10/23/2023. Paid personal time cannot be carried over from year to year.

d. The employee's anniversary date will be 10/24. The employee will earn three weeks (15 days) of paid vacation time and 3 days of paid personal time on the date of 10/24 in the year 2023 and every year thereafter while employed

by the employer. Paid personal time cannot be carried over from year to year.

e1. Any vacation leave is subject to approval by the Library Director. Selection of vacation days shall be subject to the operational needs of the Library.

e2. Any vacation leave longer than two weeks in succession (10 days) is subject to approval by the Board of Trustees. Selection of vacation days shall be subject to the operational needs of the Library.

e3. No more than one week of vacation time (5 days) may be carried over from year to year. Carried over vacation time shall be approved by the Library Director, the Library Board of Trustees and the West Bridgewater Board of Selectmen.

f. The employee's work week shall consist of 40 hours. The schedule to which the employee will work shall be assigned by the Employer and may change, with oral and/or written notice from the Employer, in accordance with the operational needs of the Library. Every effort will be made by the employee to be present at the Library when the Employer cannot be present.

g. Health and dental benefits as well as any other benefits available to full time employees in the Town of West Bridgewater.

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

7. The Employer has established a written policy, which is hereby made part of this agreement (see attached), on the selection of library materials as well as the use of

materials and facilities in compliance with the Library Bill of Rights and The Freedom to Read Statement of the American Library Association and other related policies, resolutions, and statements defining principles set out in the basic documents of intellectual freedom. The Employee may not be terminated or disciplined for acting in good faith with regard to said policies.

8. During the term of this Agreement, as well as any valid extensions of the initial term, the Employee shall have the right to continue in that same position so long as the Employee remains able and willing to perform the duties, responsibilities and obligations set forth in this Agreement. While this Agreement is in force, employment may nevertheless be terminated or substantially modified upon the Employers written finding that such change will benefit the public, said finding having been established in compliance with the following procedures to assure due process:
 - a. A minimum of twenty (20) days notice prior to a hearing at which an Employer intends to decide whether a change is necessary for the public benefit, the Employer shall give written notice to the Employee including the date, time and location of the hearing, the subject of the hearing and the alleged cause necessitating the change and who shall conduct the hearing;
 - b. The Employee may attend the hearing, with or without counsel, to hear and cross-examine all witnesses against the Employee and to present any defense witnesses.
 - c. The Employer shall hold an open hearing if the Employee requests that the hearing be open;
 - d. After conducting the hearing, the Employer shall issue a statement of those findings of fact upon which its decision shall be based and a statement identifying any change(s) to be made, if any, must be made for public benefit including a reasoned statement of the additional amount of just compensation, if any, to which the Employee is deemed to be entitled;
 - e. Within five (5) working days after the hearing, the Employee shall be provided with a copy of the Employer's written statement of its findings and of its decisions based upon the findings of fact.

9. The Employee may terminate this Agreement by submitting written notice to the Employer a minimum of thirty (30) days prior to the Employee's final day of employment.

10. All terms of this Agreement that conflict with any constitution or statute in effect in the Commonwealth of Massachusetts or federal laws, are hereby amended to conform to said laws. If any paragraph, part or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement between the Employer and Employee. No inducement, promise, term, condition or obligation is made or entered into by either party if not set forth herein by reference. This Agreement may be amended in writing by the Employer and no other type of amendment shall be effective.

Signatures

EMPLOYER

Melanie Terrill

Melanie Terrill, Library Director

Date:

Melanie Terrill 10/17/2022

EMPLOYEE

Rebecca Waitt
Rebecca Waitt, Assistant Library Director

Date:

10/15/22



Linda Torres <ltorres@wbridgewater.com>

Lateral transfer

Victor Flaherty <vflaherty@wbpd.com>

Tue, Oct 11, 2022 at 10:41 AM

To: Linda Torres <ltorres@wbridgewater.com>, David Gagne <dgagne@wbridgewater.com>

David and Linda,

I have attached the resume of the potential lateral transfer (Kyle McNeill) from Sharon PD. Note* A complete background investigation has been conducted, along with two extensives interviews. As discussed, please put him on the (BOS), October 19th agenda so they can interview and approve the Civil Service transfer and his appointment to WBPD. (Full time police officer). Kyle McNeill is replacing Matthew Monteiro who resigned to work in East Bridgewater. As you know we have the two other interviews and appointments for Permanent Intermittent police officers on for the same night. These two appointments are to create a local list 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

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McNeill Kyle resume.pdf
476K

KYLE McNEILL

Career Objective

I would like to further my role of serving the community by becoming a front line leader as a Sergeant for the Sharon Police Department. As an 8-year veteran of the Sharon Police Department, who has been serving the town as a patrol officer, dispatcher, and special officer since 1999, I am committed to growing as a leader both in the community and a department that continues to be progressive and forward thinking.

Police Skills & Trainings

Crisis Intervention Training (CIT)	Breath Test Certified (Breathalyzer)
Investigate Crimes	Auto Stops, Search & Seizure, Exit Orders Seminar
Apprehend Criminal Offenders	Officer in Charge Course (OIC)
Maintain Public Safety	Stop the Bleed
Prepare and File Written Reports	Breaking and Entering Evidence Recovery Course
APCO Public Safety Telecommunications Course	Complete Domestic Violence Response
Community-oriented public servant Fist-Bump	CPR & First Responder
Fridays, Birthday Parties	Basic Swat School
Managing and Conducting Background	Mountain Bike School
Investigations	ATV Course
Suspect Bookings and Interrogations	Taser Certified
Traffic Stops and Accident Investigations	Post Promotion Suicide Prevention
Street Cop Proactive Patrol Tactics	40 Hour Basic Motor Course (motorcycle)

Law Enforcement Experience

Town of the Sharon Police Department, Sworn Full-time Police Officer, 3/2015 to Present

- Perform police patrols and enforcing state and town bi-laws and ordinances
- *Letter of Recognition for Taking Charge of A Chaotic Scene*-Displayed command presence under pressure with quick thinking and actions in life threatening situations and other emergency scenarios
- *Chief's Achievement Award*-Rapid assistance in the apprehension of and illegal firearm
- *Letter of Recognition for Public Safety Academy & Open House*-Willingness to connect with the public
- *Letter of Recognition for Efforts During House Break*-Prompt professional response and follow through
- *Letter of Recognition for Command Presence and Quick Thinking*-Safely deescalating a dangerous situation
- 8-week Detective Trial-observe SAIN interviews, evidence collection and review
- OIC shifts-manage and supervise shift
- Member of the Honor Guard
- Vehicle Maintenance Coordinator
- 911 Certified Full-time Dispatcher; July 2014-March 2015

Education

Southern New Hampshire University- B.S. Criminal Justice Program-Enrolled

Massasoit Community College-Associate's Degree, Criminal Justice-2019

Plymouth Police Academy 60th ROTC Graduate: Criminal and Constitutional Law, Emergency Vehicle Operation Course (E.V.O.C.), Motor Vehicle Law, Firearms Training, Sexual Assault, Traffic Accident and Criminal Investigations, Sobriety Test Administration, First Responder and CPR Certification

STEFANO P. D'EMILIA

EXPERIENCE

Police Dispatcher: West Bridgewater Police Department

FEB 2021 – PRESENT

- Answer emergency E-911 and non-emergency calls for service, dispatch Police, Fire, or emergency medical personnel to proper location; continuously update and maintain police and fire calls for service records. Monitor multiple-channel radio system, emergency alarms, and status displays.

Quarterback Trainer: M2 QB Academy

JAN 2017– PRESENT

- Coach/Mentor youth, high school, and college quarterbacks in the physical, mental, and emotional aspects of the position.

Reserve-Intermittent Police Academy

FEB 2020 – SEPT 2020

- Municipal Police Training Committee course of study that a reserve/intermittent Police Officer must complete prior to exercising Police powers in Massachusetts.

ADDITIONAL EMPLOYMENT

Delivery Driver: College Pizza

JAN 2015 – JULY 2019

Landscaper: Lovell's Landscape

JAN 2014 – JULY 2015

Crew Member: Crispi's Restaurant

JAN 2013 – JAN 2014

EDUCATION

Bridgewater-Raynham Regional High School

GRADUATED JUNE 2016

Bridgewater State University: Bachelor of Science in Criminal Justice

GRADUATED MAY 2020

COLLEGIATE LEADERSHIP

NCAA Division III Student Athlete: Men's Football Team

- Captain; Junior and Senior Year

Student Athlete Advisory Committee: Member

Athletic Hall of Fame Committee: Member

VOLUNTEER WORK

- CATS Camp Counselor
- West Bridgewater 200th Celebration Participant
- Youth Football Coach
- Road to Kindergarten Community Event

TRAINING/CERTIFICATES

- Suicide Prevention
- Emergency Medical Dispatch/Telecommunicator-CPR
- CPR/AED Certified
- Conflict of Interest law
- CJIS and NCIC

Brian Charles Smith Jr.

(Faint, illegible text, likely a watermark or bleed-through)

Profile/Skills

- Motivated and organized college student determined to achieve goals set
- Have a strong work ethic and good time management
- Dedicated and passionate to work on tasks at hand
- Hold strong leadership qualities that have been demonstrated throughout my life

Education

West Bridgewater Middle-Senior High School, West Bridgewater, Ma

- Diploma : May 2018
- GPA: 3.0/4.0

Westfield State University, Westfield, Ma

- Bachelor's Degree in Criminal Justice
- Expected Graduation: May 2023
- WSU GPA: 2.7
- Criminal Justice GPA: 3.3

Employment

Tommy Doyle's Pub and Grill, South Easton, Ma

2015-2016

Busser

- Cleaning tables, floors, dishes, and kitchen
- Serving customers food and drinks
- Replacing kegs and bottled beverages for the bar

Trucchi's Supermarket, West Bridgewater, Ma

2016-2017

Bagger

- Bagging groceries for customers
- Gathering grocery carts from the parking lot
- Directing customers to desired aisles

Robach Tree Service and Landscaping, West Bridgewater, Ma

2017 - Present

Laborer/Crew leader

- Responsible for providing landscape maintenance for customers
 - Maintenance includes lawn mowing, weed whacking, mulch and plants/bushes, tree service, fertilization, and irrigation.
- Ability to operate vehicles to transport equipment, mulch, waste, etc.
- Interact with customers on a daily basis to satisfy their needs
- Observing and supervising new employees on the job site

The Home Depot RDC 5221, Westfield, Ma

February 8, 2021- April 22, 2021

Warehouse Associate

- Loading conveyable freight into assigned trailers by hand
- Stacking boxes safely and secure
- Calling in palletized freight over the radio
- Maintaining assigned zone by keeping it swept and hazard free

Activities

West Bridgewater Middle/Senior High School, West Bridgewater, MA

- | | |
|----------------------------|-------------|
| ● Varsity Football | 2014-2017 |
| ● Varsity Baseball | 2016-2018 |
| ● Varsity Football Captain | Fall 2017 |
| ● Varsity Baseball Captain | Spring 2018 |

Westfield State University, Westfield, MA

- | | |
|------------|-----------|
| ● Football | 2018-2020 |
|------------|-----------|

Honors

- | | |
|---|---------------|
| ● Mayflower League All-Star (football) | November 2017 |
| ● Mayflower League All-Star (baseball) | June 2018 |
| ● Brockton Enterprise All-Scholastic (baseball) | June 2018 |
| ● Westfield State University Dean's List | Fall 2021 |



Board of Selectmen

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

TOWN OF WEST BRIDGEWATER PUBLIC HEARING BOARD OF SELECTMEN

The Board of Selectmen will hold a public hearing on Wednesday, October 19, 2022 at 6:45 p.m. on the joint petition of Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc. to install 1 new pole on North Elm St, West Bridgewater. The hearing will be held in Town Hall, Eldon Moreira Board of Selectmen Meeting Room, 2nd Floor, 65 North Main Street, West Bridgewater.

Plans available in the Selectmen's Office.

Board of Selectmen
Anthony J. Kinahan, Chairman

[Please publish under West Bridgewater News Friday, October 7, 2022]

Ad Preview

**NORTH ELM ST
LEGAL NOTICE
TOWN OF WEST BRIDGE-
WATER
PUBLIC HEARING
BOARD OF SELECTMEN**

The Board of Selectmen will hold a public hearing on Wednesday, October 19, 2022 at 6:45 p.m. on the joint petition of Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc. to install 1 new pole on North Elm St, West Bridgewater. The hearing will be held in Town Hall, Eldon Moreira Board of Selectmen Meeting Room, 2nd Floor, 65 North Main Street, West Bridgewater. Plans available in the Selectmen's Office.

Board of Selectmen
Anthony J. Kinahan, Chair-
man

AD#7879021
BE 10/07/2022



September 22, 2022

The Board of Selectmen of West Bridgewater, Massachusetts

To Whom It May Concern:

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

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

Tj Houghton # 508-897-5717

Please notify National Grid's Lisa Ayres of the hearing date / time to lisa.ayres@nationalgrid.com

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845
978-725-1418

Very truly yours,

Robert Leonida/lla

Robert Leonida
Supervisor, Distribution Design

Enclosures



Questions contact - Tj Houghton 508-897-5717
PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen
Of West Bridgewater, Massachusetts

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

North Elm St. - National Grid to install (1) JO pole 16-50 on North Elm St. beginning at a point approximately 225 feet east of the centerline of the intersection of North Elm St. and Grant St. to serve new duplex at 510 North Elms St.

Location approximately as shown on plan attached.

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

30595327

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

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

Massachusetts Electric Company d/b/a
NATIONAL GRID *Robert Leonida/lla*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *Daryl Cassman*
Manager / Right of Way *9/20/22*

Dated: September 20, 2022

Questions contact – Tj Houghton 508-897-5717

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - West Bridgewater, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 20th day of September 2022.

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

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

30595327 Filed with this order:

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

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

North Elm St. - National Grid to install (1) JO pole 16-50 on North Elm St. beginning at a point approximately 225 feet east of the centerline of the intersection of North Elm St. and Grant St. to serve new duplex at 510 North Elms St.

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

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

Massachusetts City/Town Clerk.
20 .

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

Attest:
City/Town Clerk

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

City/Town Clerk.

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

Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:
City/Town Clerk



POLE PETITION

① Existing Pole

● Proposed NGrid JO Pole.

⚓ Proposed Anchor

----- Proposed Overhead Wire

National Grid petitions to install new Pole 16-50 to serve 510-N Elm St West Bridgewater, Ma.

DISTANCES ARE APPROXIMATE

nationalgrid

Date: 8/24/2022

WORK REQUEST: 30595327

To The: Town Of West Bridgewater

For Proposed: Customer Work Location: 510 N. Elm St.

Drawn By: Tj Houghton



Town of West Bridgewater Council on Aging

October 12, 2022

Council On Aging Board of Directors
97 West Center Street
West Bridgewater, MA 02379

Board of Selectmen
56 North Main Street
West Bridgewater, MA 02379


Re: New COA Board Member

To the Members of the Board of Selectmen:

At the meeting held Wednesday, October 12, 2022 the Council On Aging Board of Directors voted unanimously to recommend Priscilla (Alta) Pratt as a new Council On Aging Board member with the support of the Board of Selectmen.

Priscilla (Alta) Pratt ~ 268 North Elm Street, West Bridgewater, 508-596-6749

Thank you,


Chair


Treasurer


Board Member

Board Member


Co-Chair


Secretary


Board Member

97 WEST CENTER STREET • WEST BRIDGEWATER, MA 02379

Phone: 508-894-1262 • FAX: 508-894-1264

EMAIL: mmather@wbridgewater.com



Sharon Ledin <sledin@wbridgewater.com>

Resignation

Cappiello, Brenda <bcappiello@jordans.com>

Wed, Oct 5, 2022 at 3:19 PM

To: Anne Iannitelli <aiannitelli@wbridgewater.com>, Sharon Ledin <sledin@wbridgewater.com>

Cc: Maria Baker <fbaker6550@yahoo.com>, Marilyn Raleigh <ralautobod@comcast.net>, "sanka143@yahoo.com" <sanka143@yahoo.com>, Patricia Spry <patriciaspry@comcast.net>

Good Afternoon,

It's been a privilege working with such a dedicate group of people on the West Bridgewater ADA committee. I have been offered a new job that requires a lot of traveling, which changes things considerably for me. The traveling and workload are too great and I wouldn't be able to dedicate the time needed to be a productive ADA committee member. I wish you all well . Keep up the great work, the citizens of West Bridgewater are lucky to have you.

Please except this e-mail as my resignation.

Thank

Brenda Cappiello

Product Analyst

Jordans Furniture

bcappiello@jordans.com

508-828-4000 x 4908

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September 21, 2022

Marilyn Mather
West Bridgewater Council on Aging
97 West Center Street
West Bridgewater, MA 02379

Dear Marilyn,

It is with a heavy heart that I am writing this letter to inform you that that I find it necessary to resign as a member of Board of Directors effective immediately. My husband and I will be spending 5 months during the winters in Florida and I feel I can no longer commit to the time needed to do proper service to the Board and the town of West Bridgewater. I have thoroughly enjoyed working with you and all the members of the Board of Directors over the past few years. It has been a true pleasure working with people who truly care for the elderly folks of our town. I will miss you all, but will see you at the COA the months we are home. Thank you for allowing me to serve with you.

Sincerely,

A handwritten signature in blue ink that reads "Janet Carlson". The signature is written in a cursive, flowing style.

Janet Carlson
49 Maolis Avenue
West Bridgewater, MA 02379

Keith Porges
108 Matfield St.
West Bridgewater, MA 02379

~~March 18, 2017~~
Oct 6 2022

Zoning Board of Appeals
West Bridgewater, MA 02379

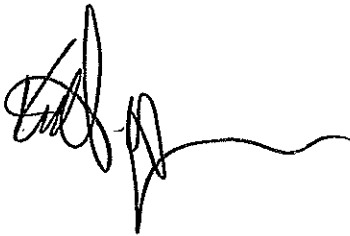
RE: Letter of Resignation

Dear Chairman Lucini and the Members of the Zoning Board of Appeals:

I regret to inform you that I am unable to perform my duty as Clerk of this board and I am resigning.

I joined the board to learn, and serve my fellow towns people. I have done for some years now which I am grateful for. At this time I feel I can better serve The Town of West Bridgewater in other ways. Serving on the Z.B.A. Has been a great experience. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith A. Porges', with a long horizontal flourish extending to the right.

Keith A Porges



Town of West Bridgewater

OFFICE OF TOWN CLERK

TOWN HALL

65 NORTH MAIN STREET

WEST BRIDGEWATER, MA 02379

TEL. (508) 894-1200 FAX (508) 894-1210

westbridgewaterclerk@yahoo.com

Anne G. Iannitelli, CMC, CMMC
Town Clerk

To: David Gagne, Town Administrator
Board of Selectmen

Date: October 3, 2022

RE: Public Records Law – Appointments for RAO's

I am requesting that the following department heads be appointed by the Board of Selectmen as the new Records Access Officer for their departments.

Ann Williams-Board of Assessors
Melanie Terrill-Library Director
Timothy Hay-Conservation Agent

I have included a sample appointment letter for you.

Sincerely,

Anne G. Iannitelli
Town Clerk, Super Record Access Officer

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2022 STATE ELECTION

SS. PLYMOUTH

To the Constables of the City/Town of WEST BRIDGEWATER

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

PRECINCT ONE and TWO
AT
SPRING STREET SCHOOL
2 SPRING ST.

On **TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

GOVERNOR and LIEUTENANT GOVERNOR.....	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER.....	FOR THIS COMMONWEALTH
AUDITOR	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS	EIGHT DISTRICT
COUNCILLOR	SECOND DISTRICT
SENATOR IN GENERAL COURT	NORFOLK, BRISTOL, PLYMOUTH DISTRICT
REPRESENTATIVE IN GENERAL COURT	NINTH PLYMOUTH DISTRICT
DISTRICT ATTORNEY	PLYMOUTH DISTRICT
SHERIFF... ..	PLYMOUTH COUNTY
COUNTY COMMISSIONER.....	PLYMOUTH COUNTY
REGIONAL SCHOOL COMMITTEE	SOUTHEASTERN DISTRICT

QUESTION 1: PROPOSED AMENDMENT TO THE CONSTITUTION

Do you approve of the adoption of an amendment to the constitution summarized below, which was approved by the General Court in joint sessions of the two houses on June 12, 2019 (yeas 147 – nays 48); and again on June 9, 2021 (yeas 159 – nays 41)?

SUMMARY

This proposed constitutional amendment would establish an additional 4% state income tax on that portion of annual taxable income in excess of \$1 million. This income level would be adjusted annually, by the same method used for federal income-tax brackets, to reflect increases in the cost of living. Revenues from this tax would be used, subject to appropriation by the state Legislature, for public education, public colleges and universities; and for the repair and maintenance of roads, bridges, and public transportation. The proposed amendment would apply to tax years beginning on or after January 1, 2023.

A **YES VOTE** would amend the state Constitution to impose an additional 4% tax on that portion of incomes over one million dollars to be used, subject to appropriation by the state Legislature, on education and transportation.

A **NO VOTE** would make no change in the state Constitution relative to income tax.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

SUMMARY

This proposed law would direct the Commissioner of the Massachusetts Division of Insurance to approve or disapprove the rates of dental benefit plans and would require that a dental insurance carrier meet an annual aggregate medical loss ratio for its covered dental benefit plans of 83 percent. The medical loss ratio would measure the amount of premium dollars a dental insurance carrier spends on its members' dental expenses and quality improvements, as opposed to administrative expenses. If a carrier's annual aggregate medical loss ratio is less than 83 percent, the carrier would be required to refund the excess premiums to its covered individuals and groups. The proposed law would allow the Commissioner to waive or adjust the refunds only if it is determined that issuing refunds would result in financial impairment for the carrier.

The proposed law would apply to dental benefit plans regardless of whether they are issued directly by a carrier, through the connector, or through an intermediary. The proposed law would not apply to dental benefit plans issued, delivered, or renewed to a self-insured group or where the carrier is acting as a third-party administrator.

The proposed law would require the carriers offering dental benefit plans to submit information about their current and projected medical loss ratio, administrative expenses, and other financial information to the Commissioner. Each carrier would be required to submit an annual comprehensive financial statement to the Division of Insurance, itemized by market group size and line of business. A carrier that also provides administrative services to one or more self-insured groups would also be required to file an appendix to their annual financial statement with information about its self-insured business. The proposed law would impose a late penalty on a carrier that does not file its annual report on or before April 1.

The Division would be required to make the submitted data public, to issue an annual summary to certain legislative committees, and to exchange the data with the Health Policy Commission. The Commissioner would be required to adopt standards requiring the registration of persons or entities not otherwise licensed or registered by the Commissioner and criteria for the standardized reporting and uniform allocation methodologies among carriers.

The proposed law would allow the Commissioner to approve dental benefit policies for the purpose of being offered to individuals or groups. The Commissioner would be required to adopt regulations to determine eligibility criteria.

The proposed law would require carriers to file group product base rates and any changes to group rating factors that are to be effective on January 1 of each year on or before July 1 of the preceding year. The Commissioner would be required to disapprove any proposed changes to base rates that are excessive, inadequate, or unreasonable in relation to the benefits charged. The Commissioner would also be required to disapprove any change to group rating factors that is discriminatory or not actuarially sound.

The proposed law sets forth criteria that, if met, would require the Commissioner to presumptively disapprove a carrier's rate, including if the aggregate medical loss ratio for all dental benefit plans offered by a carrier is less than 83 percent.

The proposed law would establish procedures to be followed if a proposed rate is presumptively disapproved or if the Commissioner disapproves a rate.

The proposed law would require the Division to hold a hearing if a carrier reports a risk-based capital ratio on a combined entity basis that exceeds 700 percent in its annual report.

The proposed law would require the Commissioner to promulgate regulations consistent with its provisions by October 1, 2023. The proposed law would apply to all dental benefit plans issued, made effective, delivered, or renewed on or after January 1, 2024.

A **YES VOTE** would regulate dental insurance rates, including by requiring companies to spend at least 83% of premiums on member dental expenses and quality improvements instead of administrative expenses, and by making other changes to dental insurance regulations.

A **NO VOTE** would make no change in the law relative to the regulations that apply to dental insurance companies.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

SUMMARY

This proposed law would increase the statewide limits on the combined number of licenses for the sale of alcoholic beverages for off-premises consumption (including licenses for "all alcoholic beverages" and for "wines and malt beverages") that any one retailer could own or control: from 9 to 12 licenses in 2023; to 15 licenses in 2027; and to 18 licenses in 2031.

Beginning in 2023, the proposed law would set a maximum number of "all alcoholic beverages" licenses that any one retailer could own or control at 7 licenses unless a retailer currently holds more than 7 such licenses.

The proposed law would require retailers to conduct the sale of alcoholic beverages for off-premises consumption through face-to-face transactions and would prohibit automated or self-checkout sales of alcoholic beverages by such retailers.

The proposed law would alter the calculation of the fine that the Alcoholic Beverages Control Commission may accept in lieu of suspending any license issued under the State Liquor Control Act. The proposed law would modify the formula for calculating such fee from being based on the gross profits on the sale of alcoholic beverages to being based on the gross profits on all retail sales.

The proposed law would also add out-of-state motor vehicle licenses to the list of the forms of identification that any holder of a license issued under the State Liquor Control Act, or their agent or employee, may choose to reasonably rely on for proof of a person's identity and age.

A **YES VOTE** would increase the number of licenses a retailer could have for the sale of alcoholic beverages to be consumed off premises, limit the number of “all-alcoholic beverages” licenses that a retailer could acquire, restrict use of self-checkout, and require retailers to accept customers’ out-of-state identification.

A **NO VOTE** would make no change in the laws governing the retail sale of alcoholic beverages.

QUESTION 4: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on May 26, 2022?

SUMMARY

This law allows Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a standard driver's license or learner's permit if they meet all the other qualifications for a standard license or learner's permit, including a road test and insurance, and provide proof of their identity, date of birth, and residency. The law provides that, when processing an application for such a license or learner's permit or motor vehicle registration, the registrar of motor vehicles may not ask about or create a record of the citizenship or immigration status of the applicant, except as otherwise required by law. This law does not allow people who cannot provide proof of lawful presence in the United States to obtain a REAL ID.

To prove identity and date of birth, the law requires an applicant to present at least two documents, one from each of the following categories: (1) a valid unexpired foreign passport or a valid unexpired Consular Identification document; and (2) a valid unexpired driver's license from any United States state or territory, an original or certified copy of a birth certificate, a valid unexpired foreign national identification card, a valid unexpired foreign driver's license, or a marriage certificate or divorce decree issued by any state or territory of the United States. One of the documents presented by an applicant must include a photograph and one must include a date of birth. Any documents not in English must be accompanied by a certified translation. The registrar may review any documents issued by another country to determine whether they may be used as proof of identity or date of birth.

The law requires that applicants for a driver's license or learner's permit shall attest, under the pains and penalties of perjury, that their license has not been suspended or revoked in any other state, country, or jurisdiction.

The law specifies that information provided by or relating to any applicant or license-holder will not be a public record and shall not be disclosed, except as required by federal law or as authorized by Attorney General regulations, and except for purposes of motor vehicle insurance.

The law directs the registrar of motor vehicles to make regulations regarding the documents required of United States citizens and others who provide proof of lawful presence with their license application.

The law also requires the registrar and the Secretary of the Commonwealth to establish procedures and regulations to ensure that an applicant for a standard driver's license or learner's permit who does not provide proof of lawful presence will not be automatically registered to vote.

The law takes effect on July 1, 2023.

A YES VOTE would keep in place the law, which would allow Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a driver's license or permit if they meet the other requirements for doing so.

A NO VOTE would repeal this law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of October, 2022.

Selectmen of: WEST BRIDGEWATER

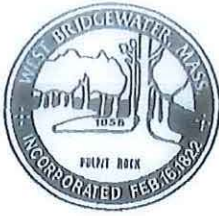
True Attest copy:


Anne G. Iannitelli, CMC, CMMC
Town Clerk

Patrick J. Galligan, Constable
Town of West Bridgewater

Pursuant to within Warrant, I have this day notified and warned the inhabitants of the Town of West Bridgewater qualified to vote in elections and town affairs to meet at the time and place within mentioned by posting fifteen attested copies of within Warrant at various locations through Precincts One and Two seven days at least before the time of holding the aforesaid Town Election.

_____, 2022.
Patrick J. Galligan, Constable
Town of West Bridgewater



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

Attention Voters:

Re: Early Voting for the STATE ELECTION on November 8, 2022

Voters can come to the **Town Hall**, located at
65 N. Main Street and vote early.

The early voting period runs from
Saturday, October 22, 2022 Through
Friday, November 4, 2022.

**THERE WILL BE NO EARLY VOTING HOURS ON
SUNDAY, OCTOBER 23, 2022 OR
SUNDAY, OCTOBER 30, 2022.**

Sat. 10/22	Sun. 10/23	Mon. 10/24	Tues. 10/25	Wed. 10/26	Thurs. 10/27	Fri. 10/28
9am- 3pm	No voting	8am- 4pm	8am- 4pm	8am- 7pm	8am- 4pm	8am- 1pm
Sat. 10/29	Sun. 10/30	Mon. 10/31	Tues. 11/1	Wed. 11/2	Thurs. 11/3	Fri. 11/4
9am- 5pm	No voting	8am- 4pm	8am- 4pm	8am- 7pm	8am- 4pm	8am- 1pm

Any questions please call or email the Town Clerk's Office
townclerk@wbridgewater.com or 508-894-1167.

Anne G. Iannitelli, CMC, CMMC
Town Clerk

Minutes of the Board of Selectmen Meeting of Wednesday, September 7, 2022. Present were Anthony J. Kinahan, Chairman; Denise R. Reyes, Vice Chairman and Meredith L. Anderson, Clerk. Also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room, 2nd Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

Also Present:

Scott Ames
Keith Steiding
Lincoln Thibeault
Jonathan Delmonte
Brandon Banville
Allessandra Meandro
Christopher Lawrence
Victor Delmonte
Anne Delmonte
Brian Delmonte
Jen Viera
Ken Viera
Brian Beauford
Andrea Delmonte
Brett Murray
Tim Hay
Linda Torres, Assistant Town Administrator

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 the common victualler license application for The Bridge Coffee Shop.

Brandon Banville, Bridge Coffee House delivered a brief overview and introduced the manager, Allessandra Meandro.

Ms. Anderson **MOVED** to approve the common vic license for The Bridge Coffee House, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the common victualler license application for KKatie's Express.

Keith Steiding, KKatie's Express, delivered a brief overview.

Ms. Anderson **MOVED** to approve the common vic for KKatie's Express, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was a presentation from Ben Smith, WB-CAM.

Mr. Smith informed the Board that starting 9/21/22, <https://wb-cam.org> will be live streaming the Board of Selectmen meetings.

Chairman Kinahan stated next on the agenda was the ratification of Jonathan Delmonte to the Fire Department.

Chief Thibeault introduced Mr. Delmonte and asked that the Board ratify his employment.

Ms. Anderson **MOVED** to ratify the employment of Mr. Delmonte to the Fire Department, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the ratification of Melanie Terrill as the Library Director.

Ms. Anderson **MOVED** to ratify Ms. Terrill's employment at Library Director, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the resignation of Tim Hay from the Conservation Commission.

Ms. Anderson **MOVED** to accept Tim Hay's resignation from the Conservation Commission, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the appointment of Tim Hay as Conservation Agent.

Ms. Torres informed the Board that a screening committee was assembled and found Mr. Hay to be the most qualified candidate for this position.

Ms. Anderson **MOVED** to ratify Mr. Hay as Conservation Agent subject to contract negotiations in Executive Session, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the appointment of William Lucini Jr. to the ZBA as second alternate.

Ms. Anderson **MOVED** to appoint Mr. Lucini Jr. as second alternate to the ZBA, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the resignation of Wendy Adams as Outreach/SHINE Counselor at the Council on Aging.

Ms. Anderson **MOVED** to accept the resignation with a letter of thanks, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was to approve the Part-Time Local Inspector Job posting.

Mr. Gagne informed the Board that this is part of the checks and balances for the new hiring policy that was recently approved.

Ms. Anderson **MOVED** to approve the Part-Time Local Inspector Job posting as presented, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the Meeting Minutes of July 13, 2022 and August 3, 2022 for review.

Ms. Anderson **MOVED** to accept the Meeting Minutes of July 13, 2022 and August 3, 2022 for review, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was to approve the Meeting Minutes of April 6, 2022 and June 1, 2022.

Ms. Anderson **MOVED** to accept the Meeting Minutes of April 6, 2022 and June 1, 2022, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was to approve the small business street sign application for The Angels' Garden.

Ms. Anderson **MOVED** to approve The Angels' Garden street sign, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was a site plan review for 35 United Drive.

Mr. Gagne informed the Board that the plan was for parking and the bylaws require site plan review by the Planning Board and that it is in the industrial area.

Ms. Anderson **MOVED** to send the site plan review with no comments, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was the site plan review for 1 Component Park.

Mr. Gagne stated that this site plan is just a follow up to prior Board comments.

Chairman Kinahan stated next on the agenda was the site plan review for 586 Manley Street.

Mr. Gagne stated that this is a 210,000 sq. ft. warehouse project in the industrial area.

Ms. Anderson **MOVED** to state proper vegetation, lighting and being conscience of the neighbors for comments on the site plan review, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was a site plan review for 255 Pleasant Street.

Mr. Gagne stated that 255 Pleasant Street currently has a sign that they would like to add a digital board sign beneath.

Ms. Anderson **MOVED** to send the site plan review with no comments, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was a site plan review for 252 Pleasant Street.

Mr. Gagne informed the Board that they have already passed along comments for this project and it was just an update on the position of the proposed building.

Ms. Anderson **MOVED** to pass along the same comments as last time, proper vegetation, lighting and being conscientious of the neighbors, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was to vote on naming the COA Dining Hall in honor of Bruce Holmquist.

Ms. Anderson **MOVED** to name the COA Dining Hall the "Bruce Holmquist Dining Hall", Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan opened public comment period.

Chairman Kinahan closed public comment period.

Chairman Kinahan called for the Town Administrator's report.

Mr. Gagne informed the Board of the \$197,000 AFG Grant that Chief Thibeault obtained.

Mr. Reyes **MOVED** to send a letter to Chief Thibeault expressing their gratitude to him in securing this grant, Ms. Anderson seconded and so voted unanimously.

Mr. Gagne informed the Board of an Open Meeting Law Complaint that was received and asked the Boards permission to respond accordingly.

Ms. Anderson **MOVED** to have Mr. Gagne send a letter responding to the complaint on behalf of the Board, Ms. Reyes seconded and so voted unanimously.

Mr. Gagne informed the Board of a sizeable donation the Town received from Priscilla Fiori upon her death and having no next of kin, Mr. Gagne requested a letter of appreciation be sent to her friend, Gloria Casieri. The Board approved to have a letter of appreciation sent.

Mr. Gagne presented an update for the Lincoln Street warehouse project, informing the Board that the Water Department has approved the water main layout and to expect a Building Permit to be pulled soon.

Mr. Gagne presented an update for the Russo Athletic Complex stating the next meeting would be on September 14, 2022.

Mr. Gagne expressed his gratitude to everyone who assisted with the 200th Anniversary Celebration.

Ms. Reyes stated the day captured the community and she thanked Mr. Gagne for everything he did.

Mr. Gagne stated the idea of a Time Capsule has been introduced and would like to discuss at the next meeting.

Chairman Kinahan Motioned to enter executive session pursuant to MGL Chapter 30A, Section 21 (a) Exception 2, to conduct a strategy session for negotiations with nonunion personnel, specifically, all library staff, and, Conservation Agent.

Ms. Anderson **MOVED** to enter into executive session, Ms. Reyes seconded and so voted unanimously.

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

Denise R. Reyes, Vice Chairman

Respectfully submitted by Christine Eaton, Temporary Executive Assistant.

List of documents included in the September 7, 2022 Meeting Packet:

- *Common Victualler License Application for The Bridge Coffee House*
- *Common Victualler License Application for KKatie's*
- *Jonathan Delmonte's Employment Letter*
- *Melanie Terrill's Employment Letter*
- *Resignation Letter from Tim Hay*
- *Tim Hay Employment Letter*
- *William Lucini Jr. ZBA Appointment Email*

- *Wendy Adams ' Resignation Letter*
- *Job posting for Part-Time Local Inspector*
- *Meeting Minutes of July 13, 2022 and August 3, 2022*
- *Meeting Minutes of April 6, 2022 and June 1, 2022*
- *Small Business Street Sign Application – The Angels' Garden*
- *Site Plan Review - 35 United Drive*
- *Site Plan Review - 1 Component Park*
- *Site Plan Review - 586 Manley Street*
- *Site Plan Review - 255 Pleasant Street*
- *Site Plan Review - 252 Pleasant Street*
- *Letter to rename COA dining hall in memory of Bruce Holmquist*
- *AFG Grant Award Email*
- *Open Meeting Law Complaint from Patrick Higgins*
- *Email- Distribution of gift from Priscilla Fiori*

Minutes of the Board of Selectmen Meeting of Wednesday, September 21, 2022. Present were Anthony J. Kinahan, Chairman; Denise R. Reyes, Vice Chairman and Meredith L. Anderson, Clerk. Also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room, 2nd Floor, Town Hall, 65 North Main Street, West Bridgewater, MA 02379.

Also Present:

Marci Lee, Interim ADA Coordinator

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.

Ms. Anderson **MOVED** to approve the Entertainment License for Bridge Coffee House subject to the hours of operation being specified as AM/PM, Ms. Reyes seconded and so voted unanimously.

Ms. Anderson **MOVED** to table the Minutes of July 13, 2022 and August 3, 2022 for necessary edits, Ms. Reyes seconded and so voted unanimously.

Ms. Anderson **MOVED** to accept the Minutes of September 7, 2022 for review, Ms. Reyes seconded and so voted unanimously.

Ms. Anderson **MOVED** to approve the employment contract for Tim Hay for the position of Conservation Agent / MS4 Coordinator, with the schedule change to 35 hours, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was a show of support from the Board to video record as many Board and committee meetings as possible, giving preference to the most important.

Ms. Anderson **MOVED** to approve the video recording of BOS Appointed Boards and Committees, Ms. Reyes seconded and so voted unanimously.

Ms. Anderson **MOVED** to ratify the MOU with the Police Union, Ms. Reyes seconded and so voted unanimously.

Ms. Anderson **MOVED** to approve the one-day vacation carry-over for Marianne Pierce, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan opened public comment period.

Ms. Lee thanked the Board for appointing her as Interim ADA Coordinator at the August 3, 2022 meeting.

Chairman Kinahan closed the public comment period.

Mr. Gagne informed the Board that there is a property at 87 Brooks Place that has been in Chapter Land for decades. The Assessors notified the seller and the realtor that there was a 61A lien on the property, they sold the property without informing the Board and allowing them the first right of refusal. The Board still has the legal right to buy the property or to go back and recoup the rollback taxes.

Ms. Anderson **MOVED** to decline the purchase of 87 Brooks Place and collect the rollback taxes, Ms. Reyes seconded and so voted unanimously.

Mr. Gagne informed the Board he was working with Jerry Lawrence on a time capsule to be buried in the patch of grass near the Town Museum on February 15, 2023.

Ms. Anderson **MOVED** to adjourn, Ms. Reyes seconded and so voted unanimously.

Denise R. Reyes, Vice Chairman

Respectfully submitted by Christine Eaton, Temporary Executive Assistant.

List of documents included in the September 21, 2022 Meeting Packet:

- Entertainment License Application for Bridge Coffee House*
- Meeting Minutes July 13, 2022 and August 3, 2022*
- Meeting Minutes September 7, 2022*
- Tim Hay Employment Contract*
- List of BOS Appointed Boards and Committees*
- Police Union MOU*
- Marianne Pierce Vacation Carry-Over*
- Chapter 61A Land – 87 Brooks Place*



Board of Selectmen

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

TOWN OF WEST BRIDGEWATER CERTIFICATE OF ADOPTION

A RESOLUTION ADOPTING THE TOWN OF WEST BRIDGEWATER

MULTI-HAZARD MITIGATION PLAN

WHEREAS the Town of West Bridgewater established a Committee to prepare the *Multi-Hazard Mitigation Plan*; and

WHEREAS the *Multi-Hazard Mitigation Plan* contains several potential future projects to mitigate potential impacts from natural hazards in the Town of West Bridgewater, and

WHEREAS a duly-noticed public meeting was held by the Board of Selectmen on October 19, 2022, and

WHEREAS the Town of West Bridgewater authorizes responsible departments and/or agencies to execute their responsibilities demonstrated in the plan, and

NOW, THEREFORE BE IT RESOLVED that the Town of West Bridgewater formally approves and adopts the *Multi-Hazard Mitigation Plan* in accordance with M.G.L. 40 §4 or the charter or the bylaws of the Town of West Bridgewater.

ADOPTED AND SIGNED ON OCTOBER 19, 2022

THE BOARD OF SELECTMEN

Anthony J. Kinahan, Chairman

Denise R. Reyes, Vice-Chairman

Meredith L. Anderson, Clerk

Car Keyed

1 message

David Gagne <dgagne@wbridgewater.com>
To: anthony kinahan <akinahan89@gmail.com>

Wed, Dec 29, 2021 at 7:13 PM

Hi Anthony

I know we have discussed this in the past, but I am asking for your permission to be reimbursed to have my personal vehicle (2019 Audi A6) painted at Route 28 Collision Center, 135 N Main Street West Bridgewater.

The facts are as follows:

I purchased my vehicle on October 14, 2021. There were no scratches or other defects.

On October 21, 2021 at approximately 10:30 AM, I parked at Dempsey Village Barn 466 W Center Street West Bridgewater

I met Chris Iannitelli, DPW Director and Jim Noyes, Town Engineering Consultant in the parking lot.

I parked in between both vehicles - Chris was driving a Town owned F150 and Noyes was driving his personal vehicle.

We parked as far away from the Dempsey store as possible in order to minimize any disruptions to patrons looking to park on his lot

It was a warm and very sunny day

The purpose of our visit was to walk Lincoln Street and "lay out" the road for the pending Lincoln Street project. Although there were multiple issues we were looking to get first hand knowledge of, the chief purpose of the visit was to determine the best side of the road for a future sidewalk and see first hand the potential issues that existed.

The 3 of us spent about 2 1/2 hours walking the road and thoroughly taking note of potential issues and how best to mitigate them. We spent this entire time on foot.

Returning to the parking lot, as we approached our cars, I immediately noticed a very large scratch on the driver side of my vehicle.

Jim and Chris were both aghast; we had all discussed when we first got there that I had just purchased the car and Jim in particular stated how he very much liked the look of the car. It was immediately apparent that the scratch was new and happened while we walked Lincoln Street.

I felt the scratch and it is extremely deep - it is no accident. Someone deliberately keyed my vehicle

Although I was parked in between both Chris's vehicle and Jim's, we all took note that their vehicles had not been keyed.

I was pretty disheartened - it was obvious that Jim and Chris both felt the same way.

Chris had to leave for another appointment - Jim and I attempted to recall if we ever saw kids entering or exiting the parking lot while we were on Lincoln Street. Neither of us could recall seeing any (it was a school day).

Jim and I walked the property to see if we saw any surveillance cameras - we did not

I entered the Dempsey property and asked to speak to Mr. Dempsey. He was at the front desk. He stated that he noticed the DPW truck there earlier, but did not see anyone approach my car. He confirmed that security cameras do not exist.

I requested that Vic Flaherty, Police Chief, check to see if any security cameras on Route 106 may have picked up anything. Unfortunately, there are no cameras in that area.

I attempted to secure 3 quotes - it was important to me to try and keep the work local. As someone with extensive knowledge of the automotive field, I knew that the quote would be around \$1500-\$2000, as the drivers side front panel, driver's side door panel and driver's side rear door panel will all need to be painted.

Route 28 - quoted \$1231.13 (Quote attached). I have confirmed that they use Sikkens solid based paint

Raleigh - cannot match paint and therefore would not quote the job (attached voicemail - move your cursor over the music symbol and click on it while holding the "control" button down. This will download the vm)

Modern - In Brockton, they required a \$20 deposit to receive a quote - I do not think I (or anyone) should have to pay to receive a quote so I did not move forward with them.

Massachusetts Procurement Laws do not require soliciting/receiving multiple quotes for services less than \$10K. However, I made a good faith attempt to still receive 3 quotes to confirm that I was getting a fair deal.

I have made an appointment at Route 28 - they are booking 2 months into the future so the vehicle will not be worked on until the end of February.

I am asking that the Board agree to reimburse me for the expense.

I was officially on Town business - had Chris's truck been keyed at that time the Town would have paid for it. In the past when DPW vehicles or Police cars were damaged during working hours, the Town incurred the cost to repair the damage.

It is unequivocal that the scratch occurred while I was conducting Town business (walking Lincoln Street)

While impossible to confirm, it appears I was targeted specifically because of my position in Town

I waited 2 months before making an appointment and sending this email because I was hoping that by now it would have become known as to who scratched my car - it was my hope that I could make sure that he/she/they paid for the work versus the Town or myself

Route 28 does a fair amount of work for the Town and they are providing me a Town friendly discount - based on my experience and knowledge in this field the price is very reasonable.

I would pay for the work using my credit card and then request the Town to reimburse me - I am authorized to sign warrants for the BOS budget, but since this would be perceived as a conflict, I would ask that the Board sign the warrant.

I would invoice the work to line item 5242 "Vehicle Repairs" in the BOS budget. We have the money in the budget.

Please let me know if you are ok with my request and that you will sign the warrant authorizing me to be reimbursed.

Thank you

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

2 attachments



Route 28 - Quote 10.26.21.pdf
143K



Raleigh - Cannot Match Paint 11.16.21.docx
14K

Re: Car Scratched

1 message

Denise Reyes <dreyes@wbridgewater.com>
To: David Gagne <dgagne@wbridgewater.com>

Sun, Jan 2, 2022 at 9:47 PM

David:

I agree with the repair at Rte 28 and recommend you use the spare town vehicle when you are on town business going forward.

Either the person who did this chose your vehicle intentionally or picked the one they were least likely to be seen vandalizing. For whatever reason, it's disheartening.

-Denise

On Wed, Dec 29, 2021, 7:15 PM David Gagne <dgagne@wbridgewater.com> wrote:
Hi Denise

I know we have discussed this in the past, but I am asking for your permission to be reimbursed to have my personal vehicle (2019 Audi A6) painted at Route 28 Collision Center, 135 N Main Street West Bridgewater.

The facts are as follows:

I purchased my vehicle on October 14, 2021. There were no scratches or other defects.

On October 21, 2021 at approximately 10:30 AM, I parked at Dempsey Village Barn 466 W Center Street West Bridgewater

I met Chris Iannitelli, DPW Director and Jim Noyes, Town Engineering Consultant in the parking lot.

I parked in between both vehicles - Chris was driving a Town owned F150 and Noyes was driving his personal vehicle.

We parked as far away from the Dempsey store as possible in order to minimize any disruptions to patrons looking to park on his lot

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Returning to the parking lot, as we approached our cars, I immediately noticed a very large scratch on the driver side of my vehicle.

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Chris had to leave for another appointment - Jim and I attempted to recall if we ever saw kids entering or exiting the parking lot while we were on Lincoln Street. Neither of us could recall seeing any (it was a school day).

Jim and I walked the property to see if we saw any surveillance cameras - we did not

I entered the Dempsey property and asked to speak to Mr. Dempsey. He was at the front desk. He stated that he noticed the DPW truck there earlier, but did not see anyone approach my car. He confirmed that security cameras do not exist.

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I am asking that the Board agree to reimburse me for the expense.

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I would invoice the work to line item 5242 "Vehicle Repairs" in the BOS budget. We have the money in the budget.

Please let me know if you are ok with my request and that you will sign the warrant authorizing me to be reimbursed.

Thank you for your help

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

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

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Re: Car Scratched

1 message

Meredith Anderson <manderson@wbridgewater.com>

Wed, Dec 29, 2021 at 7:30 PM

To: David Gagne <dgagne@wbridgewater.com>

Hi David,

I appreciate everything you have said and done in regards to this matter and minimizing costs. However, there is no proof you were targeted or that it was publicly known this was your vehicle, seeing that you had purchased it so recently. In all due respect, I disagree with your request and am not agreeable to spending taxpayers money to fix your personal vehicle. Had you been in the Town car, which I thought was one of the reasons to have a Town Hall car, then I agree, the Town should pay for the repairs.

Thanks,
Meri

On Wed, Dec 29, 2021 at 7:17 PM David Gagne <dgagne@wbridgewater.com> wrote:
Hi Meri

I know you are aware that my vehicle was "keyed" in October. I am asking for your permission to be reimbursed to have my personal vehicle (2019 Audi A6) painted at Route 28 Collision Center, 135 N Main Street West Bridgewater.

The facts are as follows:

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The 3 of us spent about 2 1/2 hours walking the road and thoroughly taking note of potential issues and how best to mitigate them. We spent this entire time on foot.

Returning to the parking lot, as we approached our cars, I immediately noticed a very large scratch on the driver side of my vehicle.

Jim and Chris were both aghast; we had all discussed when we first got there that I had just purchased the car and Jim in particular stated how he very much liked the look of the car. It was immediately apparent that the scratch was new and happened while we walked Lincoln Street.

I felt the scratch and it is extremely deep - it is no accident. Someone deliberately keyed my vehicle

Although I was parked in between both Chris's vehicle and Jim's, we all took note that their vehicles had not been keyed.

I was pretty disheartened - it was obvious that Jim and Chris both felt the same way.

Chris had to leave for another appointment - Jim and I attempted to recall if we ever saw kids entering or exiting the parking lot while we were on Lincoln Street. Neither of us could recall seeing any (it was a school day).

Jim and I walked the property to see if we saw any surveillance cameras - we did not

I entered the Dempsey property and asked to speak to Mr. Dempsey. He was at the front desk. He stated that he noticed the DPW truck there earlier, but did not see anyone approach my car. He confirmed that security cameras do not exist.

I requested that Vic Flaherty, Police Chief, check to see if any security cameras on Route 106 may have picked up anything. Unfortunately, there are no cameras in that area.

I attempted to secure 3 quotes - it was important to me to try and keep the work local. As someone with extensive knowledge of the automotive field, I knew that the quote would be around \$1500-\$2000, as the drivers side front panel, driver's side door panel and driver's side rear door panel will all need to be painted.

Route 28 - quoted \$1231.13 (Quote attached). I have confirmed that they use Sikkens solid based paint

Raleigh - cannot match paint and therefore would not quote the job (attached voicemail - move your cursor over the music symbol and click on it while holding the "control" button down. This will download the vm)

Modern - In Brockton, they required a \$20 deposit to receive a quote - I do not think I (or anyone) should have to pay to receive a quote so I did not move forward with them.

Massachusetts Procurement Laws do not require soliciting/receiving multiple quotes for services less than \$10K. However, I made a good faith attempt to still receive 3 quotes to confirm that I was getting a fair deal.

I have made an appointment at Route 28 - they are booking 2 months into the future so the vehicle will not be worked on until the end of February.

I am asking that the Board agree to reimburse me for the expense.

I was officially on Town business - had Chris's truck been keyed at that time the Town would have paid for it. In the past when DPW vehicles or Police cars were damaged during working hours, the Town incurred the cost to repair the damage.

It is unequivocal that the scratch occurred while I was conducting Town business (walking Lincoln Street)

While impossible to confirm, it appears I was targeted specifically because of my position in Town

I waited 2 months before making an appointment and sending this email because I was hoping that by now it would have become known as to who scratched my car - it was my hope that I could make sure that he/she/they paid for the work versus the Town or myself

Route 28 does a fair amount of work for the Town and they are providing me a Town friendly discount - based on my experience and knowledge in this field the price is very reasonable.

I would pay for the work using my credit card and then request the Town to reimburse me - I am authorized to sign warrants for the BOS budget, but since this would be perceived as a conflict, I would ask that the Board sign the warrant.

I would invoice the work to line item 5242 "Vehicle Repairs" in the BOS budget. We have the money in the budget.

Please let me know if you are ok with my request and that you will sign the warrant authorizing me to be reimbursed.

Thank you for your help

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

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.

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Town of West Bridgewater

Schedule of Departmental Bills Payable to the Town Accountant

The following listed bills totaling: \$1,207.00 have been approved and you are requested to place them on a warrant for payment.

Fund #: 001

Approved by: *[Signature]*

Dept. #: 1220

Board of Selectmen: *[Signature]*

Department: Board of Selectmen

March 3, 2022

Voucher #	Vendor Name	Expense Classification		\$ Amount
		#	Account	
	RT 28 Collision Center	5242	<i>Vehicle Appraisals/Repair</i>	1,207.00
		Total		1,207.00

RT28 Collision Center

INVOICE

135 N main ST
West Bridgewater Ma 02379
508-427-5758 F 508-586-9810
brian@route28collisioncenter.com

INVOICE # 2620
2/24/2022

Town of West Bridgewater
63 North Main St
West Bridgewater, Ma 02379

FOR Fleet Vehicle Repair

Description

Amount

By this submit of invoice [RT28 Collision] declares and asserts that ALL repair and refinish operations, including any and all part replacements, have been completed to 2019 Audi A6 Vin # WAUM2AF2XKN110485 equaling the sum total costs of \$1,207.00 For Estimate # 15625

THANK YOU FOR YOUR BUSINESS!

Date: 2/24/2022 03:20 PM
Estimate ID: 15625
Estimate Version: 0
Preliminary
Profile ID: * Mitchell

Route 28 Collision

135 N.MAIN ST, W.BRIDGEWATER, MA 02379
(508) 427-5758
Fax: (508) 586-9810

RS #3518

Damage Assessed By: Winston Morgan MA Lic# 580
Classification: None

Deductible: UNKNOWN

Insured: TOWN OF WEST BRIDGEWATER
Address: 63 NORTH MAIN ST., WEST BRIDGEWATER, MA 02379

Mitchell Service: 912180

Description: 2019 Audi A6 Prestige
Body Style: 4D Sed
VIN: WAUM2AF2XKN110485
OEM/ALT: O
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
LEATHER SEAT, POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
REARVIEW CAMERA, REMOTE IGNITION, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT
ANTI-THEFT SYSTEM, NAVIGATION SYSTEM, AUXILIARY INPUT
BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO, LEATHER STEERING WHEEL
SATELLITE RADIO, POWER ADJUSTABLE EXTERIOR MIRROR, SUNROOF/MOONROOF
GENUINE WOOD TRIM, AUTO AIR CONDITION, TRIP COMPUTER, FIRST ROW BUCKET SEAT
TELEMATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER
REAR HEATING, VENTILATION & AIR CONDITIONING, ALL WHEEL DRIVE, SIDE AIRBAGS
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR
REMOTE DECKLID OR TAILGATE RELEASE, MP3 PLAYER, DAYTIME RUNNING LIGHTS
DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC PARKING AID
ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS, FRONT COOLED SEATS
FRONT HEATED SEATS, FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM
POWER FOLDING EXTERIOR MIRRORS, RAIN SENSING WIPERS, REAR BENCH SEAT
SIDE BLIND ZONE ALERT, SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

Drive Train: 3.0L Turbo Inj 6 Cyl MHV 7A AWD
Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Fender</u>							
1	200632	BDY	REPAIR	L Fender Panel	Existing		1.0* #
2		REF	REFINISH	L Fender Outside			C 2.0
3		BDY	REMOVE/INSTALL	L Rocker Cover			0.8 #
4	200628	BDY	REMOVE/INSTALL	L Fender Adhesive Nameplate	Existing		0.2 r
<u>Front Door</u>							
5	200806	BDY	REPAIR	L Frt Door Shell (Alum)	Existing		2.5* #
6		REF	REFINISH	L Frt Door Outside			C 2.0
7	201572	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			0.3 #
8	201545	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding			0.3
9	201639	BDY	REMOVE/INSTALL	L Frt Door Sash Moulding			0.2 #
10		BDY	REMOVE/INSTALL	L Frt Door Window Frame			0.3 #

ESTIMATE RECALL NUMBER: 02/24/2022 15:19:10 15625

Mitchell Data Version: OEM: FEB_22_V

Software Version: 7.1.242

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Date: 2/24/2022 03:20 PM
Estimate ID: 15625
Estimate Version: 0
Preliminary
Profile ID: * Mitchell

11	200010	BDY	REMOVE/INSTALL	L Frt Door Trim Panel		0.4
12	201553	BDY	REMOVE/INSTALL	L Frt Otr Door Handle		0.3 #
<u>Rear Door</u>						
13	201555	REF	BLEND	L Rear Door Outside	C	1.0
14	201561	BDY	REMOVE/INSTALL	L Rear Otr Door Belt Moulding		0.3
15	201563	BDY	REMOVE/INSTALL	L Rear Door Trim Panel		0.4
16	201643	BDY	REMOVE/INSTALL	L Rear Door Window Frame		0.3 #
17	201571	BDY	REMOVE/INSTALL	L Rear Otr Door Handle		0.3 #
<u>Additional Operations</u>						
18	933003	REF	ADD'L OPR	Tint Color		1.0*
19		REF	ADD'L OPR	Three Stage		2.9
<u>Special/Manual Entry</u>						
20	900500	BDY *	REPAIR	DISCONNECT BATTERY	Existing	0.3*
21	900500	BDY *	REPAIR	RESET FAULT CODES	Existing	0.5*
22	900500	BDY *	REMOVE/REPLACE	ANTI CORROSIVE PRIMER	** QUAL REPL PART	10.00 * 0.5*
23	900500	BDY *	REPAIR	PRIMER CAR COVER	** QUAL REPL PART	5.00 * 0.3*
24	900500	BDY *	REPAIR	REFINISHING/PAINT CAR COVER	** QUAL REPL PART	5.00 * 0.3*
25	900500	BDY *	REPAIR	MASK JAMBS FOR PRIMER	** QUAL REPL PART	5.00 * 0.5*
26	900500	BDY *	REPAIR	MASK JAMBS FOR PAINT	** QUAL REPL PART	5.00 * 0.0*
<u>Additional Operations</u>						
27	933017	REF	ADD'L OPR	Finish Sand And Buff		1.5*
<u>Additional Costs & Materials</u>						
28			ADD'L COST	Paint/Materials		356.00 *
29			ADD'L COST	Hazardous Waste Disposal		5.00 *

* - Judgment Item
- Labor Note Applies
C - Included in Clear Coat / Three Stage Calc
r - CEG R&R Time Used For This Labor Operation

Estimate Totals

						Add'l Labor Amount	Sublet Amount			
I.	Labor Subtotals	Units	Rate				Totals	II.	Part Replacement Summary	Amount
	Body	10.0	40.00	0.00	0.00		400.00		Taxable Parts	30.00
	Refinish	10.4	40.00	0.00	0.00		416.00			
		Non-Taxable Labor					816.00		Total Replacement Parts Amount	30.00
	Labor Summary	20.4					816.00			
III.	Additional Costs						Amount	IV.	Adjustments	Amount
	Taxable Costs						356.00		Customer Responsibility	0.00
	Non-Taxable Costs						5.00			
	Total Additional Costs						361.00			
Paint Material Method: Rates										
Init Rate = 40.00 , Init Max Hours = 99.9, Addl Rate = 0.00										

ESTIMATE RECALL NUMBER: 02/24/2022 15:19:10 15625

Mitchell Data Version: OEM: FEB_22_V

Software Version: 7.1.242

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Date: 2/24/2022 03:20 PM
Estimate ID: 15625
Estimate Version: 0
Preliminary
Profile ID: * Mitchell

I.	Total Labor:	816.00
II.	Total Replacement Parts:	30.00
III.	Total Additional Costs:	361.00
	Gross Total:	1,207.00
IV.	Total Adjustments:	0.00
	Net Total:	1,207.00

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

GAY & GAY, P.C.
73 Washington Street
P.O. Box 988
Taunton, Massachusetts 02780
www.gayandgaypc.com

David T. Gay
Thomas P. Gay
Matthew J. Costa
Leo M. Spano
Thomas P. Gay, Jr.
Dylan T. Hixson

Peter B. Gay
1915-2010
Tel. (508) 822-2071
Fax (508) 880-2602

April 20, 2022

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

RE: Lawful Expenditure Opinion

Dear David:

With respect to the above matter, after reviewing the documents you forwarded to me on Tuesday evening, I offer the following:

The expense requested to repair damage to your vehicle while on Town business is a legitimate expense that the Town has authority to pay if approved by the Board of Selectmen. Payment of claims such as this one is a matter of policy established by the Board of Selectmen. There is no question in my mind, this is a legitimate expense and you followed the necessary steps to have payment authorized.

If you need anything further on this issue, please do not hesitate to contact me.

Respectfully,

GAY & GAY, P.C.

David T. Gay
David T. Gay, Town Counsel

DTG/jga

W:\TOWNS\West Bridgewater\#3593 - General Matters\vehicle damage - ltr to David Gagne 4-20-22.wpd

Please Join Us!

FIRST RESPONDERS APPRECIATION OPEN HOUSE & BUFFET

*Friday, October 28, 2022
11:30—1:00 PM*



Join us in celebrating our DEDICATED and BRAVE
West Bridgewater first responders to show
them how much we appreciate their service to
our community.

THANK YOU.



FIRST RESPONDERS!

DWD ENGINEERING, INC.

5 MICHAEL ROAD EAST BRIDGEWATER, MA 02333
(508) 378-9602
domdean@aol.com

October 14, 2022

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

RE: Interior Wall Removal-Town Hall
65 North Main Street-West Bridgewater, MA

Dear David,

On Monday, September 26th, we met at the above referenced site to review the feasibility of removing some interior walls located on the second floor. The following is a summation of my observations.

I was able to access the attic/roof framing via a hatch located at the front of the building. In reviewing the framing I was able to ascertain that the roof trusses spanned parallel to the walls in question and that they spanned from exterior wall to exterior wall with no internal supports. None of the trusses lined up with the walls to be taken down. In addition, the ceiling joists spanned from truss to truss (perpendicular to the walls) with no intermediate supports. As such I was able to determine that the walls in question are non-load bearing.

In conclusion it is my professional opinion that the proposed walls can be taken down without affecting the structural integrity of the roof or ceiling. Because I viewed a couple of ceiling joists slightly separated from the trusses I am recommending that they be reinforced at their support points (the bottom chord of the roof trusses) with Simpson hangers. If you have any questions concerning this letter or if we can be of further assistance, please do not hesitate to contact me.

Sincerely,

