

8/30/21

*7:00 PM Call to Order – Open with Pledge of Allegiance to the Flag*

**WARRANTS:**

Warrant approval:

**MINUTES:** Regular Minutes: N/A  
Executive Minutes: N/A

**Announcements:**

The Next Selectmen's Meeting will be held on Tuesday, September 7 at 7 PM at Town Hall.

**TOWN ADMINISTRATOR'S REPORT**

**Reminders:**

**Transfer Station is still looking for two Part-Time Monitors and Manager's Position**

**Highway Dept is looking for a Part-Time/Temporary Worker**

**For more details on these positions, please visit the town website under "Employment Opportunities" and all interested applicants, please send in your application to the Board of Selectmen's office. Thank you.**

**We will begin to interview the 2 applicants for the Treasurer's office this week.**

**Our office would like to remind everyone about the mask policy that is in place for the Town Hall. Currently, vaccinated employees, residents and guests do not have to wear a mask. It is recommended that you do when entering the building, but not mandated at this time. Unvaccinated individuals need to wear a mask. However, anyone that is wearing a mask whether vaccinated or not, should not be asked why they are wearing one. There are vaccinated individuals that feel more comfortable wearing a mask and should not have to explain. There was a concern brought to our attention last week on this matter. We need to respect everyone's choice and privacy.**

**OPEN PUBLIC FORUM:**

8/30/21

**NEW BUSINESS:**

**Action Item (1): Update from the State on Act Providing for the Appointment of a Collector/Treasurer in the Town of Rehoboth**

**Background:** Expecting Senator Feeney and Rep Howitt to be in attendance for this update.

**Motion:**

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

**NEW BUSINESS:**

**Action Item (2): Vote to Approve Crown Atlantic Company, LLC Cell Tower Agreements-See attached for details**

**Background:** Selectman Muri, IT Director, and Interim Town Administrator have been in contact with the representative from Crown Atlantic for the renewals of these 3 agreements. These cell towers are located on Tremont Street, Anawan Street and at 148 Peck Street. In 2017 the BOS consulted with a firm to review all cell towers in town and their agreements. Crown Atlantic's agreements with the town are very compatible and did not need many modifications. These 3 agreements will be due to expire in 2032. Currently, all 3 agreements expire at different times, one at the end of August, one in September and the 3<sup>rd</sup> in December. We recommended to Crown Atlantic to have all 3 expire in August of 2032, which will make procuring a 30-year lease much simpler. Other changes made were with the rent on the antennas to match the recommendations from the consultant. Second & 3<sup>rd</sup> collators going from 10% to 15%, 4<sup>th</sup> will be at 20% and all others will be at 25%. Land lease remains at 3% yearly increases which also agrees with the recommendations. We also are asking that they provide the Town with a lump sum payment with a breakdown of payments from each provider on the check stubs.

**Motion:** Vote to Approve and sign the (3) First Amendment to Lease Agreement for Antenna Sites with Crown Atlantic Company, LLC located on Tremont St, Anawan St and Peck St.

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

**AMENDMENT TO LEASE AGREEMENT**

**BETWEEN**

**Crown Atlantic Company LLC**

**AND**

**THE TOWN OF REHOBOTH, MA**

This **Amendment** (“**Amendment**”), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Crown Atlantic Company LLC, with an address at 301 North Cattlemen Road, Suite 200, Sarasota, FL 34232 (“**LESSEE**” or “**Tenant**”), and the Town of Rehoboth, MA with an address at 148R Peck Street, Rehoboth, MA (“**LESSOR**” or “**Landlord**”).

**WITNESSETH**

**WHEREAS**, LESSOR entered into a certain Lease dated October 22, 2003, for a portion of certain real property in Rehoboth, MA, located at 333 Tremont Street, Rehoboth, MA, (the “**Lease**” or “**Agreement**”). Said Lease is also identified as “**Crown Castle Business Unit: 842564**”);

**WHEREAS**, the original lessee, AT&T Wireless Services Inc., became New Cingular Wireless PCS LLC during the term of the Lease;

**WHEREAS**, the Lease was assigned by New Cingular Wireless PCS LLC to NCWPCS MPL 31—Year Sites Tower Holdings LLC via Assignment and Assumption of Ground Leases dated December 16, 2013;

**WHEREAS**, as shown in a Limited Power of Attorney dated December 16, 2013, CCATT LLC is the Attorney in Fact for NCWPCS MPL 31—Year Sites Tower Holdings LLC, and has the right to negotiate and execute this Amendment;

**WHEREAS**, the original term of the Lease was scheduled to be for fifteen (15) years ending on December 31, 2018;

**WHEREAS**, LESSOR and LESSEE have executed three one-year agreements to extend the Lease, which is currently due to expire on December 31, 2021; and

**WHEREAS**, LESSEE and LESSOR desire to amend and modify certain terms and conditions of the Lease to extend the term of the Lease until August 25, 2032.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This Amendment shall extend the Lease until August 25, 2032.

2. Article 4, Section (b) of the Agreement shall be amended as follows:

Strike "Ten percent (10%) of co-location rent and /or fee collected from each co-locating carrier for each year of the term of the co-locating carrier."

and replace with "15% of the gross compensation on the second and third co-locating carriers; 20% of the gross compensation for the fourth co-locating carrier; and 25% of the gross compensation for all subsequent co-locating carriers."

3. Article 24 of the Agreement shall be amended as follows:

Add the following sentence to the end of Article 24:

"Tenant shall allow the Landlord to put a minimum of 3 antenna at any elevation used by Landlord so long as such do not interfere with the operations of previously located carriers on the tower."

4. The Tenant shall provide a breakdown of monthly payments received by the Tenant for each tenant the Tenant may have on the premises and notify the Landlord of any changes to existing rental agreements with tenants or new agreements with existing or new tenants.
5. In all other aspects, the Lease, as amended by the terms hereof, is hereby ratified and confirmed and shall remain in full force and effect.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

**IN WITNESS WHEREOF**, LESSOR and LESSEE have duly executed this Amendment to Lease Agreement the day and year first written above.

**LESSEE: NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company**

BY: CCATT LLC, a Delaware limited liability company, its Attorney in Fact

\_\_\_\_\_  
Title:

Date: \_\_\_\_\_

**LESSOR: THE TOWN OF REHOBOTH, MA**

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT TO LEASE AGREEMENT**

**BETWEEN**

**Crown Atlantic Company LLC**

**AND**

**THE TOWN OF REHOBOTH, MA**

This **Amendment** (“**Amendment**”), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Crown Atlantic Company LLC, with an address at 301 North Cattlemen Road, Suite 200, Sarasota, FL 34232 (“**LESSEE**”), and the Town of Rehoboth, MA with an address at 148R Peck Street, Rehoboth, MA (“**LESSOR**”).

**WITNESSETH**

**WHEREAS**, LESSOR entered into a certain Lease dated December 22, 1997, for a portion of certain real property in Rehoboth, MA, located behind the Public Safety Building on Anawan Street, Rte 118, and further described in Deed recorded in Bristol County Registry of Deeds, at Book 1615, Page 323, (the “**Lease**” or “**Agreement**”). Said Lease is also identified as “**Crown Castle Business Unit: 806938**”);

**WHEREAS**, the Lease was later assigned to LESSEE via Memorandum of Assignment recorded with the Bristol County Registry of Deeds in Book 8433, Page 316, on August 19, 1999.

**WHEREAS**, the original term of the Lease was scheduled to be for five (5) years with three (3) additional five (5) year automatic extensions, of which were exercised;

**WHEREAS**, as a result of these extensions, the Lease was scheduled to expire on December 22, 2017;

**WHEREAS**, LESSOR and LESSEE have executed three agreements to extend the Lease, which is currently due to expire on August 31, 2021; and

**WHEREAS**, LESSEE and LESSOR desire to amend and modify certain terms and conditions of the Lease to extend the term of the Lease until August 25, 2027.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This Amendment shall extend the Lease until August 25, 2027.
2. Article 6 of the Agreement shall be struck and replaced as follows:

“The annual rent shall increase during each subsequent year of the Lease term by Three (3%) Percent (rounded to the nearest whole dollar amount) over the yearly rent for the previous year; and the monthly rent payments shall be increased accordingly.”

This 3% annual rent increase shall take affect starting on the next annual term beginning January 21, 2022, and continue for the remainder of the Lease.

3. Article 7 of the Agreement shall be amended as follows:

After the sentence in the fourth paragraph of Article 7 “If space is available, LESSEE shall set aside reasonable space on said tower for the LESSOR’s existing radio equipment...”

add the following sentence:

“LESSEE shall to allow the LESSOR to put a minimum of 3 antenna at an elevation used by LESSOR so long as such do not interfere with the operations of previously located carriers on the tower.”

Also strike the following: “LESSEE shall reserve such space for LESSOR’s use for a period of one (1) year. If LESSOR has not commenced installation of its communications by the expiration of said one (1) period, or if” and replace with “If”.

4. The LESSEE shall provide a breakdown of monthly payments received by the LESSEE for each tenant the LESSEE may have on the premises and notify the LESSOR of any changes to existing rental agreements with tenants or new agreements with existing or new tenants.
5. In all other aspects, the Lease, as amended by the terms hereof, is hereby ratified and confirmed and shall remain in full force and effect.

THE REST OF THIS PAGE IS LEFT BLANK INTENIONALLY



**IN WITNESS WHEREOF**, LESSOR and LESSEE have duly executed this Amendment to Lease Agreement the day and year first written above.

**LESSEE: CROWN ATLANTIC LLC**

BY: \_\_\_\_\_  
Title:

Date: \_\_\_\_\_

**LESSOR: THE TOWN OF REHOBOTH, MA**

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT TO LEASE AGREEMENT**

**BETWEEN**

**Crown Atlantic Company LLC**

**AND**

**THE TOWN OF REHOBOTH, MA**

This **Amendment** (“**Amendment**”), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Crown Atlantic Company LLC, with an address at 301 North Cattlemen Road, Suite 200, Sarasota, FL 34232 (“**LESSEE**”), and the Town of Rehoboth, MA with an address at 148R Peck Street, Rehoboth, MA (“**LESSOR**”).

**WITNESSETH**

**WHEREAS**, LESSEE entered into a certain Lease dated August 25, 2003, with LESSOR, for a portion of certain real property in Rehoboth, MA, located at Lot 2 of Rehoboth Tax Assessor’s Map Number 60, being a portion of the property with the address of 148R Peck Street, Rehoboth, MA, further described in Deed recorded in Bristol County Registry of Deeds, at Book 1486, Page 286-288, (the “**Lease**” or “**Agreement**”). Said Lease is also identified as “**Crown Castle Business Unit: 806633**”);

**WHEREAS**, the original term of the Lease was scheduled to be for fifteen (15) years ending on August 25, 2018;

**WHEREAS**, LESSEE and LESSOR have executed three one-year agreements to extend the Lease, which is currently due to expire on September 14, 2021; and

**WHEREAS**, LESSEE and LESSOR desire to amend and modify certain terms and conditions of the Lease to extend the term of the Lease until August 25, 2032.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This Amendment shall extend the Lease until August 25, 2032.
2. Article 19 is hereby amended as follows:

After the sentence “LESSEE agrees that it shall make one attachment elevation available to the Lessor at no charge.”

Add the following sentence:

“LESSEE shall allow the LESSOR to put a minimum of 3 antenna at the LESSOR’s elevation.”.

3. The LESSEE shall provide a breakdown of monthly payments received by the LESSEE for each tenant the LESSEE may have on the premises and notify the LESSOR of any changes to existing rental agreements with tenants or new agreements with existing or new tenants.
4. In all other aspects, the Lease, as amended by the terms hereof, is hereby ratified and confirmed and shall remain in full force and effect.

**IN WITNESS WHEREOF**, LESSOR and LESSEE have duly executed this Amendment to Lease Agreement the day and year first written above.

**LESSEE: CROWN ATLANTIC LLC**

BY: \_\_\_\_\_  
Title:

Date: \_\_\_\_\_

**LESSOR: THE TOWN OF REHOBOTH, MA**

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

8/30/21

**NEW BUSINESS:**

**Action Item (3): Vote to Approve Chapter 90 Funding for Providence St, Allen Ln, Miller St, & Wheeler St-See attached for details**

**Background:** The Highway Superintendent is asking for the Boards approval and signature on the Chapter 90 request for stone chip seal/scarify bad areas and maintain road edges on Providence St, Allen Ln, Miller St and Wheeler St. This project is being estimated at \$316,950, which will cover about 29,537 feet in length by 20-30 feet wide.

**Motion:** Vote to approve the Chapter 90 request for \$316,950 for Providence St, Allen Ln, Miller St and Wheeler St.

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

**STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST**

updated 12/17

**\*2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # 50950

PROGRAM TYPE: Chapter 90  Muni Bridge  Complete Streets  Other

Project Name: Chip Sealing

Primary Road: \_\_\_\_\_

Local Road: X

Bridge #: \_\_\_\_\_

City/Town: Rehoboth

Location(s) Providence St. Allen Ln. Miller St. Wheeler St.

Length: 29,537 feet Width: 20-30 feet

**PROJECT TYPE**

Construction:  Resurfacing: X  Engineering:  Equipment:

Other: \_\_\_\_\_

**TYPICAL SECTION DETAILS:** Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	<u>Stone Chip Seal</u>
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	<u>Gravel/Loam</u>

**SCOPE OF WORK:**

<u>Stone Chip seal / Scarify bad areas/ Maintain road edges</u>
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**WORK TO BE DONE:**

Force Account: X  Advertised Contract:  Other: \_\_\_\_\_

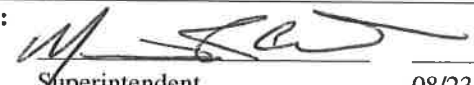

Estimated Cost (Please attach estimate and list funding source(s)): \$ 316,950.00

\*\*These funds will pay 100% of Local Road Project costs to the limit of this assignment\*\*

**CERTIFICATION**

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

<b>Reviewed by:</b>	
Signed:	_____
State Aid Engineer	Date
Road Classification Verified:	_____
Approved for	\$ _____ @ 100%
District Highway Director	Date

<b>Signed:</b>	
	_____
Superintendent	08/23/2021
Highway Official's Title	Date
	_____
Town Accountant	8/23/21
Accounting Official's Title	Date
Date	Duly Authorized Municipal Officials





**STATE AID REIMBURSABLE PROGRAM – ENVIRONMENTAL PUNCH LIST**  
**Chapter 90 Program**

Contract #: 50950

Project Name: Chip Sealing

City/Town: Rehoboth MassDOT Highway District # 5

Proposed Work:

Construction \_\_\_\_\_ Resurfacing \_\_\_\_\_ **X** Improvement \_\_\_\_\_ Engineering \_\_\_\_\_ Other \_\_\_\_\_

**NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.**

- |  |                       |
|--|-----------------------|
| 1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more?   | Yes _____ No <u>x</u> |
| 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement?  | Yes _____ No <u>x</u> |
| 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required?  | Yes _____ No <u>x</u> |
| 4. Will more than 300 ft. of stone wall be removed or altered?   | Yes _____ No <u>x</u> |
| 5. Will the project involve construction of a parking lot with capacity of 50 cars or more?  | Yes _____ No <u>X</u> |
| 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?<br>If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).*   | Yes _____ No <u>x</u> |
| 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?<br>If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. | Yes _____ No _____    |
| 8. Have all necessary takings, easements, rights of entry, etc. been completed?<br>If a county Hearing is required, it must be held prior to starting work   | Yes _____ No <u>x</u> |
| 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated?*  | Yes _____ No <u>x</u> |
| 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)?*   | Yes _____ No <u>x</u> |
| 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.*   | Yes _____ No <u>x</u> |
- \* See Appendix K for a List of Environmental Agencies.

**Validation**

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

<b>Duly Authorized Municipal Officials</b>	<b>Reviewed and Approved for Transmittal by:</b> 
	Superintendent
	Highway or Conservation Officer's Title
Signatures	Signatures
Date	Date 08/23/2021

This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.

8/30/21

**NEW BUSINESS:**

**Action Item (4): Vote to Approve Job Description for Facilities Maintenance Technician-See attached for details**

**Background:** Dave Perry can speak to this

**Motion:** Vote to approve and sign the Job Description for Facilities Maintenance Technician, and forward to the Personnel Board for their review and signature.

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**



# Town of Rehoboth

## Facilities Maintenance Technician

It is the mission of the Town to keep the buildings structurally sound, weatherproof, functional and attractive in order to provide a comfortable, pleasing and safe environment for staff and visitors.

### Position summary:

The facilities maintenance technician is responsible for general repairs and maintenance on town buildings, structures and equipment. The facilities maintenance technician performs preventative maintenance and repairs to keep all buildings and equipment in good working condition.

The facilities maintenance technician works under the Facilities Maintenance Supervisor receiving both written and verbal instruction.

### Responsibilities:

- Troubleshoot issues to determine necessary repairs, under the direction of the facilities maintenance supervisor.
- Perform general repairs that do not require a specialized technician or licensed professional. Examples may include, but not limited to, repairing drywall, painting and repairing doors, windows and other building fixtures.
- Routinely inspect building roofs, flashing, masonry, building interiors and exteriors, walkways and common areas, under the direction of the maintenance supervisor.
- Repair and/or replace electrical devices, fixtures, etc. not requiring a licensed professional.
- Repair and/or replace plumbing and maintain plumbing fixtures not requiring a licensed professional.
- Perform routine maintenance on building systems.
- List and report to maintenance supervisor supplies and materials needed for repairs and maintenance.
- Perform groundskeeping duties such as mowing and snow removal as necessary to ensure facilities are aesthetically pleasing and safe for the staff and public at all times.
- Perform all other maintenance duties as assigned by the facilities maintenance supervisor that are required to meet the needs of the town.

- Work with other town departments as directed by the maintenance supervisor.

#### Qualifications:

- Ability to follow instructions from supervisor.
- Skilled experience in operating and maintenance of portable and stationary tools.
- Knowledge of basic carpentry, plumbing, electric and HVAC

#### Minimum Qualifications

- High school diploma or equivalent
- Education may be substituted with experience as determined relevant by the hiring manager.
- Related experience

#### Other requirements

- Valid driver's license with Class B airbrake rating.
- Must have the ability to access small work areas, climb ladders, and work in various weather conditions, temperatures, and heights.
- Work involves considerable physical exertion to transport materials/supplies weighing 50 pounds or more unassisted, regularly, on a daily basis.
- Must be able to perform manual labor for extended periods of time.

Title: Facilities Maintenance Technician
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Department: Highway
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**Department**

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Name – Printed

Highway Superintendent

Signature

Date

**Appointing Authority**

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Name – Printed

For the Board of Selectmen

Signature

Date

**Personnel Board**

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Name – Printed

Signature

Date

8/30/21

**NEW BUSINESS:**

**Action Item (5): Vote to Approve Job Description for Facilities Maintenance Supervisor-Part-Time-See attached for details**

**Background:** Dave can speak to this as well.

**Motion:** Vote to approve and sign the Job Description for Facilities Maintenance Supervisor-Part-Time, and forward to the Personnel Board for their review and signature.

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

## Town of Rehoboth

### Facilities Maintenance Supervisor-Part Time

#### Position Summary:

Responsible for the planning and direction of facilities management, including site utilities and solar array; HVAC; skilled trades: custodial services (i.e., maintainers); capital project planning, design and construction; maintenance of buildings, grounds; sustainability and recycling programs; hazardous and non-hazardous waste; automated building and energy management systems; and other related services necessary for the operation, maintenance and construction of town facilities. Reports to the Board of Selectmen.

#### Essential Functions:

- Direct the routine, predictive and preventative maintenance and repair of buildings and structures, grounds, and all related equipment, assets and properties. Develop a comprehensive maintenance plan that is reviewed and updated on a regular basis.
- Hire, train, coach and discipline staff. Assign and monitor work. Establish performance expectations which reflect policies, procedures and position responsibilities. Evaluate performance. Hold regular staff meetings to communicate important information and solicit feedback. Facilitate career growth for staff. Make effective recommendations to the Board of Selectmen and the Personnel Board regarding personnel issues.
- Interface with vendors for custodial services. Plan, schedule and train staff in effective cleaning and maintenance techniques. Provide proper equipment, materials and supplies to promote a safe and healthy environment for staff and visitors. Perform routine inspections to evaluate cleaning effectiveness and uphold high standards.
- Direct, manage, and assist with capital project studies, schematic designs, bid specifications, cost estimates and construction drawings.
- Manage all outsourced facility and maintenance contracts, which include electrical, plumbing, elevators, emergency generators, glad, building management systems, energy management systems, pest control, roofing, paving, sanitary sewer, kitchen appliances and hoods, refrigeration, vehicles, trash, recycling, and landscaping equipment. Actively monitor these contracts to ensure the best possible quality, cost and responsiveness.
- Ensure compliance with federal, state and local regulations (including ADA), building codes and environmental regulations. Consult with the Town Building Inspector on all building permits, project reviews and annual building inspections.

- Maintain records, files, reports and required documentation regarding areas of responsibility. Prepare periodic and special reports as required by external agencies. Maintain historical documentation and drawings.
- Perform various administrative duties, including scheduling assignments, approving and processing time sheets, purchasing equipment and supplies. Provide budget updates.
- Oversee the energy and building management systems. Serve in an advisory role only as a member of the Green Energy and Keep Rehoboth Beautiful Committees.
- Review and track all routine, predictive and preventative maintenance. Schedule and coordinate support for all related services.
- Serve as the town liaison with state agencies, local agencies and regional utilities regarding facility planning, design, construction, renovation, deferred maintenance and emergency repairs.
- Work closely with the Police Chief, Fire Chief, Director of Information Technology, Town Administrator and Board of Selectmen on a variety of initiatives.
- Perform other similar duties and responsibilities required or as requested by the Board of Selectmen.

Desired Qualifications:

- At least five years of experience in facilities management or construction management, or equivalent.
- Substantial supervisory and administrative experience directly related to the management of similar facilities.
- Ability to understand and develop construction bid specifications as well as manage contractors and vendors.
- Ability to read and understand plans and drawings.
- Experience with planning for deferred maintenance and capital improvements.
- Substantial supervisory and administrative experience directly related to the management and professional growth of staff or a department.
- Ability to collaborate with and motivate others.
- Excellent oral and written communication skills.
- Ability to work well with people from diverse backgrounds.
- Experience working with a bargaining unit preferred.
- Must have the mobility to access small work areas, climb ladders, and work in various heights and weather conditions.
- Ability to transport materials/supplies weighing 50 pounds or more unassisted.
- Must be able to assist and perform all tasks assigned to personnel under his/her responsibility, as described in their job description.

Title: Facilities Maintenance Supervisor Part Time
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Department: Highway
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**Department**

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Name – Printed

Highway Superintendent

Signature

Date

**Appointing Authority**

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Name – Printed

For the Board of Selectmen

Signature

Date

**Personnel Board**

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Name – Printed

Signature

Date

8/30/21

**NEW BUSINESS:**

**Action Item (6): Vote to Approve Public Health Nurse Employment Contract-See attached for details**

**Background:** Mike Deignan can speak to this. This Action may be tabled, depending on any changes that may be made during executive

**Motion:** Vote to approve and sign the Public Health Nurse's contract.

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**



# Town of Rehoboth Employment Agreement

## Public Health Nurse

THIS AGREEMENT, made pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, and entered into effective August 23, 2021 by and between the Town of Rehoboth, Massachusetts, acting by and through the Rehoboth Board of Selectmen (the "Town"), and Jamie Conlon, Public Health Nurse ("Ms. Conlon" or the "Public Health Nurse").

WHEREAS, the Town desires to employ the services of Ms. Conlon as the Public Health Nurse for the Town of Rehoboth; and

WHEREAS, the Board, pursuant to Chapter 41, Section 108N of the General Laws, may contract with the Public Health Nurse for such services; and

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Public Health Nurse; and

WHEREAS, Ms. Conlon agrees to serve as Public Health Nurse of said Town.

NOW, THEREFORE, the Town of Rehoboth and Jamie Conlon hereby agree that the following terms shall govern her employment, salary and fringe benefits payable under this Agreement to which she shall be entitled to as Public Health Nurse.

### Length of Agreement

This Agreement shall be in effect for a term commencing August 23, 2021 and ending June 30, 2024.

Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Public Health Nurse at any time, for cause, subject to the provisions of this Agreement.

It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures required by this Agreement or law.

### Duties

A copy of the job description of the Public Health Nurse is incorporated herein by reference. Operating within the framework of the duties and policies established by the Board of Selectmen, and the General By-Laws of the Town of Rehoboth; the Public Health Nurse will perform those duties as contained in the job description and those prescribed

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

under Massachusetts General Law, Town Bylaws and in accordance with Massachusetts Department of Public Health Policies.

**Hours of Work**

Specific duties of the Public Health Nurse will require that she establish and maintain regular office hours so as to be available to members of the public and elected and appointed officials for advice and counsel. Office hours are to be posted and publicized to the public.

Further, it is recognized that some other duties of the Public Health Nurse will require that she work hours not necessarily associated with a typical work day. To function effectively, the Public Health Nurse may be required to conduct contact tracing activities, attend meetings, conduct public informational sessions, and participate in community events or activities outside the typical work day. It is expected that the Public Health Nurse will spend such time as is necessary to ensure the efficient operation of her Department.

The Public Health Nurse may propose a flexible work schedule allowing for a portion of her duties to be performed via a telework model, provided such flexible schedule constitutes full-time employment of 40-hours per week. A request to work remotely must be in writing and is to include the reason for the remote work request, the nature of work to be conducted remotely, and an explanation of why the work would be more effectively conducted remotely. At their sole discretion, the Board of Selectmen may approve, disapprove, or modify the remote work request by imposing conditions, and, if approved, the Board may rescind the telework arrangement at any time and for any reason. All decisions of the Board of Selectmen are final.

Pursuant to the Fair Labor Standards Act, 29 U.S. C., Section 201, *et seq.*, this is a salaried position and as such is not subject to overtime or compensatory time. It is further recognized that Public Health Nurse is to be Ms. Conlon's primary occupation.

The Public Health Nurse will notify the Board of Selectmen, through the Selectman Liaison to the Department of Human Services, when she is to be absent from, or more than 30-minutes late, for work.

**Compensation**

For the duration of this Agreement, the Public Health Nurse will be paid in equal weekly installments based on the following:

August 23, 2021 – June 30, 2022	\$60,500*
July 1, 2022 – June 30, 2023	\$73,645
July 1, 2023 – June 30, 2024	\$75,854

\* Represents an annual salary of \$71,500 prorated for the remaining 44 weeks of FY22.

Annual increases are subject to receiving a Meets Expectations or higher on the Public

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

Health Nurse’s Annual Performance Evaluation.

The Public Health Nurse’s position is a salaried position and, as such, is exempt from the Fair Labor Standards Act (FLSA).

**Paid Time Off (PTO) (Formerly Vacation and Personal Days)**

The Public Health Nurse shall be granted Paid Time Off (PTO) during the term of this Agreement as listed below. All requests for time off shall be made in writing to the Board of Selectmen through the Selectman Liaison to the Department of Human Services. All requests of three (3) or more contiguous days off must be made a minimum of 30-days prior to the first day of the requested time off. In all cases, it is the responsibility of the Public Health Nurse to arrange for adequate coverage in her absence. All PTO must be taken within the year granted unless approved in writing by the Board of Selectmen. There is no buyback provision for any unused PTO.

August 23, 2021 – June 30, 2022	122-hours*
July 1, 2022 – June 30, 2023	144-hours
July 1, 2023 – June 30, 2024	144-hours

\* Represents 144 hours prorated for the remaining 44 weeks of FY22

**Holidays**

The Public Health Nurse shall be afforded the same holiday schedule as printed in the Town Personnel Policy Book.

**Sick Leave**

The Public Health Nurse shall accrue sick leave at the rate of one and one-quarter (1.25) days per month to a maximum accumulation of one hundred and forty (140) hours. Sick Leave shall be considered to be absence from work without loss of pay for the following reasons: (1) illness or injury, (2) an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off duty hours; (3) serious illness of an employee’s immediate family residing in his home requires the employee’s personal attendance. There is no buyback of any unused, accumulated sick leave upon separation of employment from the Town.

**Health Insurance**

The Public Health Nurse shall be offered group health insurance in accordance with the policy of the Town at the then current rate and premium split for those not covered by a Collective Bargaining Agreement.

**Bereavement Leave**

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

The Public Health Nurse shall receive Bereavement Leave in accordance with the then current Town Personnel Policy.

**Professional Development**

The Town of Rehoboth recognizes its obligations to the professional development of the Public Health Nurse and agrees the Public Health Nurse shall be given adequate opportunities to develop her skills and abilities.

The Town agrees to budget and pay professional dues and subscriptions related to professional growth, development, education and training of the Public Health Nurse, subject to prior approval of the Board of Selectmen and budget allocations.

**Town Benefits, Policies, and Procedures**

It is understood and agreed that unless specifically addressed in this Agreement, the Public Health Nurse will be afforded the same benefits as other Town employees who are not covered by a Collective Bargaining Agreement or Individual Employment Contract. Furthermore, it is understood and agreed that the Public Health Nurse is governed and required to follow all Town Policies and Procedures in effect during the term of this Agreement.

**Performance Evaluation**

In the first quarter of each fiscal year, the Board shall review and evaluate the performance of the Public Health Nurse in accordance with mutually acceptable goals and objectives defined below. The Board shall provide the Public Health Nurse with a written summary of its evaluation. Before the written evaluation is made a part of the Public Health Nurse's personnel file, she shall be given the opportunity to discuss the evaluation with the Board, and she may attach written comments thereto. All meetings by the Board concerning the Public Health Nurse's performance evaluation shall be done in open session in accordance with G.L. c. 30A and the written evaluation shall be considered a public record.

Annually, between May 1 and June 30, the Board of Selectmen and the Public Health Nurse shall define measurable goals and performance objectives which they determine necessary for the proper operation of the Town, and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various objectives. The Public Health Nurse shall prepare in writing and submit for the Board's approval such goals and objectives, which shall be signed by both parties and shall be attached to and become a part of this Agreement.

**Disciplinary Action / Discharge**

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

It is understood the Public Health Nurse can be disciplined or discharged, for cause, in accordance with Massachusetts law, upon proper notice and in accordance with due process including a hearing before the Board of Selectmen at which the Public Health Nurse shall have the right to be represented by counsel. The Public Health Nurse shall have the option of choosing whether or not any such hearing be held at an open public hearing. "Cause" is defined as incompetence, inefficiency or negligence in performance of assigned duties, inability to perform one or more critical elements of the position, abuse of sick leave or absence without leave, refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by the Board, habitual tardiness or absence from duty, gross negligence, willful misconduct, willful dereliction of duty, embezzlement, fraud against the Town, or conviction of a felonious act in office, activities prohibited by Town bylaws, rules and regulations, policies, or state law.

Detailed specifications of the disciplinary action or discharge and activities relating to the charges will be furnished to the Public Health Nurse prior to any proceedings.

**Termination of Agreement**

In the event either party wishes to voluntarily terminate this Agreement prior to the expiration of the term, they shall do so only after providing the other party with ninety (90) days' written notice in advance, unless the parties agree otherwise. A copy of this notice shall be filed with the Public Health Nurse, the Board of Selectmen and the Town Clerk.

**Indemnification**

To the extent permitted by law, the Public Health Nurse shall be indemnified for claims against her arising out her conduct within the scope of her employment in accordance with Massachusetts General Law. .

**Appropriation**

All terms of this Agreement are subject to annual appropriation by Town Meeting.

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**Other Provisions**

- 1) No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.
- 2) The text herein shall constitute the entire Agreement between the parties.
- 3) This Agreement shall be binding upon and inure to the benefit of the heirs, devisees and personal representatives of the Public Health Nurse.
- 4) In the event the membership of the Board changes during the term of this Agreement, the terms and conditions contained herein shall remain in effect.
- 5) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 6) No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- 7) This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.
- 8) This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws of such state. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**SIGNATURE PAGE**

Parties to the Agreement:

\_\_\_\_\_  
Jamie Conlon Date

**Town of Rehoboth (Employer) through its Board of Selectmen:**

\_\_\_\_\_  
Fredrick E. Vadnais, Chairman Date

\_\_\_\_\_  
Dave A Perry, Jr., Vice Chairman Date

\_\_\_\_\_  
James Muri, Clerk Date

\_\_\_\_\_  
George Solas, Member Date

\_\_\_\_\_  
Michael P. Deignan, Member Date

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

8/30/21

**NEW BUSINESS:**

**Action Item (7): Discussion Re: Use of “White Building” at Francis Farm, with possible action taken**

**Background:** Jim Muri will speak to this action.

**Motion:**

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**



8/30/21

NEW BUSINESS:

Action Item (8): Discussion Re: Anawan School Hazard Material Removal Survey, with possible action taken

Background: Mike Costello may be present to discuss this or Dave Perry. We are awaiting the survey information. It should be provided to us on Monday.

Motion:

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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Discussion:

8/30/21

**NEW BUSINESS:**

**Action Item (9): Vote to Correct Motion Taken on Reed Street Bridge Project Plan PE-4 and PE-5 for Property Held by Bristol & Warren Water Works-Correction to Book and Page Numbers**

**Background:** At last week's meeting, votes were taken for the Reed Street Project-easements. There was a typo on the book and page information for the Bristol & Warren Water Works property. It read Book # 10329 and page # 290. A new motion has to be taken to correct it.

**Motion:** The specific easements, as shown on the Plan, and the ownership interests associated therewith are identified as follows:

- I. Two Permanent Easement identified on the Plan as PE-4 and PE-5, said easements located on Reed Street and containing approximately 521 square feet in total. The Board of Selectmen has moved to award damages in the amount of \$700.00 for said easement.

Property held by Bristol and Warren Water Works;

Bristol Registry of Deeds: Book 660, Page 549

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

8/30/21

NEW BUSINESS:

Action Item (10): Discussion Re: Francis Farm and Anawan School Sites on Security, with possible action taken

Background: Skip will speak to this action

Motion:

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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Discussion:

8/30/21

NEW BUSINESS:

Action Item (11): Discussion Re: K-8 Withdrawal, with possible action taken

Background: Skip will speak to this action

Motion:

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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Discussion:

8/30/21

**NEW BUSINESS:**

**Action Item (12): Discussion Re: Francis Farm Vestibule Entrance, with possible action taken**

**Background:** Skip will speak to this action

**Motion:**

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

8/30/21

NEW BUSINESS:

Action Item (13): Vote Appointments to CPC and Local Emergency Planning Board and Reappointments to Local Emergency Planning Board and ZBA-See attached for details

Background: Following are additional appointments and reappointments for various committees.

Motion: Vote to reappoint the following **individuals, to the following positions, effective dates 7/1/2020-6/30/2022**, due to the COVID-19 pandemic and their consequent “holdover” status for all of fiscal year 2021:

Due to COVID-19 Pandemic and State of Emergency all 2020 reappointments were considered to be “hold-over” appointments until the State of Emergency was lifted. As such, the following appointed “terms” are being bridged by setting the effective dates with the beginning of the “holdover” appointed terms. This will adjust the appointment records accordingly and eliminate any “break” in service. (This vote effectively ratifies the holdover period)

**Local Emergency Planning Board:**

<b>Reappoint:</b>			
CONLON	JAIME	LOCAL EMERGENCY PLANNING BD	
MEAGHER	SCOTT	LOCAL EMERGENCY PLANNING BD (Ambulance Rep)	
MCDONOUGH	WILLIAM	LOCAL EMERGENCY PLANNING BD (Bldg Dept Rep)	
DROWN	KARL	LOCAL EMERGENCY PLANNING BD (BOH REP)	
PRAY	WILLIAM	LOCAL EMERGENCY PLANNING BD (FM DEPT)	
ROUSSEAU	DEREK	LOCAL EMERGENCY PLANNING BD (IT DEPT)	
SHERMAN	LINDA	LOCAL EMERGENCY PLANNING BD (COA Rep)	
BARRESI	FRANCIS	LOCAL EMERGENCY PLANNING BD (Fire Rep)	
COSTELLO	MICHAEL	LOCAL EMERGENCY PLANNING BD (Highway Rep)	
TROMBETTA	JAMES	LOCAL EMERGENCY PLANNING BD (Police Rep)	
KRAMER	JAKE	LOCAL EMERGENCY PLANNING BD	
JOHNSON II	ROBERT	LOCAL EMERGENCY PLANNING BD (ACO)	

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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Discussion:

8/30/2021

**Motion:** to reappoint the following individuals to the **Zoning Board of Appeals:**

Richard Panofsky, effective 7/1/2020-6/30/2025\* (5-year term)

Raymond Olivier, Associate Member, effective 7/1/2020-6/30/2022\*

Stephen Silva, Associate member, effective 7/1/2020-6/30/2022\*

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
---------------	--	----------------	--	--------------	--

**Discussion:**

**Background:** Following individuals are being appointed to the Local Emergency Planning Board, replacing previous employees.

**Motion:** To appoint Deborah Arruda to the Local Emergency Planning Board, effective 8/30/21-6/30/22

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

**Motion:** To appoint Frederick Vadnais to the Local Emergency Planning Board, effective 8/30/21-6/30/22

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
---------------	--	----------------	--	--------------	--

*Skip must abstain.*

**Discussion:**

**Motion:** to appoint Stephen Silva to the Community Preservation Committee as the Housing Authority Representative, effective 8/30/2021-6/30/2023

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
---------------	--	----------------	--	--------------	--

**Discussion:**

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Ms. Conlon

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Jaime Conlon  
190 Winthrop Street  
Rehoboth, MA 02769

Telephone No: 508-252-5947  
Email Address:

POSITION: Local Emergency Planning Board

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Jaime Conlon having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Meagher

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Scott Meagher  
28 Williams Street  
Rehoboth, MA 02769

Telephone No: 508-252-5947  
Email Address:

POSITION: Local Emergency Planning Board  
-Ambulance Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

OATH OF OFFICE: I, Scott Meagher having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769

Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. McDonough

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: William McDonough  
148 Peck Street  
Rehoboth, MA 02769

Telephone No: 508-838-4979  
Email Address: inspection1@cityofattleboro.us

POSITION: Local Emergency Planning Board  
-Building Department Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_

Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

*\*Due to the COVID-19 pandemic all reappointments were considered "holdovers" for 2020-2021*

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

OATH OF OFFICE: I, William McDonough having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

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\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Drown

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Karl Drown  
148 Peck Street  
Rehoboth, MA 02769

Telephone No: 508-252-3099  
Email Address: kdrown@rehohtma.gov

POSITION: Local Emergency Planning Board  
-BOH Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Karl Drown having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

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\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Pray

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: William Pray  
8 Gorham Street  
Rehoboth, MA 02769

Telephone No: 401-359-9825  
Email Address:

POSITION: Local Emergency Planning Board  
-Facilities Maintenance Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, William Pray having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769

Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Rousseau

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Derek Rousseau  
150 Winthrop Street  
Rehoboth, MA 02769

Telephone No: 508-252-6972  
Email Address: drousseau@rehobothma.gov

POSITION: Local Emergency Planning Board  
-IT Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment   X  

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular \_\_\_\_\_

Special   X  

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Derek Rousseau having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769

Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Ms. Sherman

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Linda Sherman  
48 School Street  
Rehoboth, MA 02769

Telephone No: 401-573-2334  
Email Address: lsherman@rehobothma.gov

POSITION: Local Emergency Planning Board  
-COA Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Linda Sherman having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

\_\_\_\_\_  
SIGNATURE

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Chief Barresi

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Francis Barresi  
334 Anawan St.  
Rehoboth, MA 02769

Telephone No: 508-252-3725  
Email Address:

POSITION: Local Emergency Planning Board  
-Fire Dept. Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment   X  

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

CLASSIFICATION:

Regular \_\_\_\_\_

Special   X  

OATH OF OFFICE: I, Francis Barresi having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Costello

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Michael Costello  
335 Anawan St.  
Rehoboth, MA 02769

Telephone No: 508-252-3912  
Email Address:

POSITION: Local Emergency Planning Board  
-Highway Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_

Reappointment   X  

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

**CLASSIFICATION:**

Regular \_\_\_\_\_

Special   X  

OATH OF OFFICE: I, Michael Costello having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE





Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769

Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Chief Trombetta

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: James Trombetta  
334 Anawan St.  
Rehoboth, MA 02769

Telephone No: 508-252-3722  
Email Address:

POSITION: Local Emergency Planning Board  
-Police Dept. Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment   X  

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

CLASSIFICATION:

Regular \_\_\_\_\_

Special   X  

OATH OF OFFICE: I, James Trombetta having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

\_\_\_\_\_  
SIGNATURE

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Kramer

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Jake Kramer  
57 Tremont St.  
Rehoboth, MA 02769

Telephone No: 315-415-2277  
Email Address:

POSITION: Local Emergency Planning Board

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

OATH OF OFFICE: I, Jake Kramer having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Johnson

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Robert Johnson  
94 Tremont St.  
Rehoboth, MA 02769

Telephone No: 508-509-5691  
Email Address:

POSITION: Local Emergency Planning Board  
-ACO Representative

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

OATH OF OFFICE: I, Robert Johnson having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769

Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Silva

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Stephen Silva  
12 Blanding Road  
Rehoboth, MA 02769

Telephone No: 508-339-4195  
Email Address:

POSITION: Zoning Board of Appeals  
-Associate Member

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment \_\_\_\_\_ X \_\_\_\_\_

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular \_\_\_\_\_

Special \_\_\_\_\_ X \_\_\_\_\_

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Stephen Silva having been appointed to the Zoning Board of Appeals for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

\_\_\_\_\_  
SIGNATURE

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769

Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Olivier

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Raymond Olivier  
182 Fairview Ave.  
Rehoboth, MA 02769

Telephone No: 508-493-2796  
Email Address:

POSITION: Zoning Board of Appeals  
-Associate Member

Effective: 7/1/2020-6/30/2022\*

New Appointment \_\_\_\_\_  
Reappointment   X  

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular \_\_\_\_\_

Special   X  

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Raymond Olivier having been appointed to the Zoning Board of Appeals for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

\_\_\_\_\_  
SIGNATURE

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769

Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Panofsky

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Richard Panofsky  
291 Fairview Ave.  
Rehoboth, MA 02769

Telephone No: 508-252-5736  
Email Address:

POSITION: Zoning Board of Appeals

Effective: 7/1/2020-6/30/2025\*

New Appointment \_\_\_\_\_  
Reappointment  X

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

*\*Due to the COVID-19 pandemic all reappointments  
were considered "holdovers" for 2020-2021*

CLASSIFICATION:

Regular \_\_\_\_\_

Special  X

OATH OF OFFICE: I, Richard Panofsky having been appointed to the Zoning Board of Appeals for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

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\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Ms. Arruda

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Deborah Arruda  
148 Peck Street  
Rehoboth, MA 02769

Telephone No: 508-252-3758  
Email Address: darruda@rehobothma.gov

POSITION: Local Emergency Planning Board

Effective: 8/30/2021-6/30/2022

New Appointment  X  
Reappointment

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular

Special  X

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Deborah Arruda having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE

Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Vadnais

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Frederick E. Vadnais, Jr.  
115 Homestead Ave.  
Rehoboth, MA 02769

Telephone No: 508-252-3758  
Email Address:

POSITION: Local Emergency Planning Board  
-BOS Representative

Effective: 8/30/2021-6/30/2022

New Appointment  X  
Reappointment

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular

Special  X

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Frederick E. Vadnais, Jr. having been appointed to the Local Emergency Planning Board for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE



Office of  
**SELECTMEN**  
148 Peck Street  
Rehoboth, MA 02769



Tel.: (508) 252-3758  
Fax: (508) 252-5342

Date: August 30, 2021

Dear: Mr. Silva

Congratulations on your appointment as indicated below. Please present yourself, along with this form, to the Town Clerk prior to undertaking your duties. At that time, you will take the OATH OF OFFICE and receive copies of the OPEN MEETING LAW and CONFLICT OF INTEREST LAW.

You should be aware that no action can be taken by you in your position until you have taken the Oath of Office. Also, should you ever have reason to resign, your resignation should be directed to the Town Clerk.

NAME: Stephen Silva  
12 Blanding Road  
Rehoboth, MA 02769

Telephone No: 508-339-4195  
Email Address:

POSITION: Community Preservation Committee  
-Housing Authority Representative

Effective: 8/30/2021-6/30/2023

New Appointment  X  
Reappointment

\_\_\_\_\_  
Frederick E. Vadnais, Jr., Chairman

\_\_\_\_\_  
David A. Perry, Jr., Vice Chairman

\_\_\_\_\_  
James Muri, Clerk

CLASSIFICATION:

Regular

Special  X

\_\_\_\_\_  
George M. Solas, Sr., Member

\_\_\_\_\_  
Michael P. Deignan, Member

**REHOBOTH BOARD OF SELECTMEN**

OATH OF OFFICE: I, Stephen Silva having been appointed to the Community Preservation Committee for the Town of Rehoboth, swear to perform the duties and responsibilities of the office in a loyal and faithful manner to the best of my ability.

Sworn to before me this \_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TOWN CLERK

I hereby acknowledge the receipt of Sections 23B and 23C of Section 3, of Chapter 303 of the General Laws of the Commonwealth of Massachusetts - Governmental Bodies - Meetings Regulated and the text and summary of the General Laws - Section 23 of Chapter 268A - The Conflict of Interest Law.

\_\_\_\_\_  
SIGNATURE

8/30/21

**NEW BUSINESS:**

**Action Item (14): Vote to Correct Term Dates for Finance Committee Member Susan McBride**

**Background:** Original vote taken on the term date for Susan McBride was on 7/12/2021. The Board voted 7/12/2021-6/30/2022 which was then ratified to 7/1/2020-6/30/2022\*, to incorporate the “holdover period”. However, it is a three-year term, and her last term only expired in 2021.

**Motion:** Vote to correct Susan McBride’s term date from 7/1/2020-6/30/2022 to 7/1/2021-6/30/24.

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
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**Discussion:**

8/30/21

**OLD BUSINESS:**

**Action Item (1): Vote to Approve First Amendment to Lease Agreement for Antenna Site-Industrial Tower and Wireless, LLC at 46 Martin Street-See attached for details**

**Background:** The Interim Town Administrator, Selectman Muri, and the IT Director have worked many months on this agreement with Industrial Tower. As these agreements were first established over 15 years ago, there were some modifications that had to be done. The changes that were made were based on a consultant's input from a few years ago to increase certain co-locaters to agree with the ongoing market. Co-locaters have been increased from 10% to 15% on 2<sup>nd</sup> and 3<sup>rd</sup> and 20% for 4<sup>th</sup> and 25% for all others. Starting in February 2022, the rent being paid to the town will increase from 2% to 3% each year, as well. Industrial Tower has been paying the town on a month-to-month basis since this agreement expired in 2019. This First Amendment will expire on February 1, 2034. At that point the Town will have to decide if they will like to put out an RFP for this location since the complete term of 30 years will have been reached at that point.

**Motion:** Vote to Approve and sign the First Amendment to Lease Agreement for Antenna Site with Industrial Tower and Wireless, LLC at 46 Martin Street.

<b>Moved:</b>		<b>Second:</b>		<b>Vote:</b>	
---------------	--	----------------	--	--------------	--

**Discussion:**

**FIRST AMENDMENT TO LEASE AGREEMENT FOR ANTENNA SITE**

**BETWEEN**

**INDUSTRIAL TOWER AND WIRELESS, LLC**

**AND**

**THE TOWN OF REHOBOTH, MA**

This **First Amendment** (“**First Amendment**”), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Industrial Tower and Wireless, LLC, successor in interest to Industrial Communications and Electronics, Inc., with an address at 40 Lone Street, Marshfield, Massachusetts 02050 (“**LESSEE**”), and The Town of Rehoboth, MA with an address at 148R PeckStreet, Rehoboth, MA (“**LESSOR**”).

**WITNESSETH**

**WHEREAS**, LESSEE entered into a certain ground lease dated January 21, 2003, with LESSOR, for certain real property located at 46 Martin St, Rehoboth, MA (the “Lease” or “Agreement”) and the term of said Lease began on its commencement date of February 1, 2004;

**WHEREAS**, LESSEE has continued making payments to LESSOR under the Lease, most recently on August 2, 2021 in the amount of \$2,730.66 and will continue to make payments in the same amount on a month-to-month basis through January 31, 2022; and

**WHEREAS**, LESSEE and LESSOR desire to amend and modify certain terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This First Amendment shall take effect on February 1, 2022 and extend the Lease until February 1, 2034.
2. Article 3, Section A of the Agreement shall be amended to change the annual rent increase from two (2) percent to three (3) percent.

This 3% annual rent increase shall take effect on February 1, 2022 and continue for the remainder of the Lease.

3. Article 3, Section B of the Agreement shall be amended as follows:

Strike “10% of the gross compensation for the second and third co-locating carriers;

15% of the gross compensation for the fourth co-locating carrier;

20% of the gross compensation for the fifth and sixth co-locating carriers.”

and replace with: “15% of the gross compensation on the second and third co-locating carriers; 20% of the gross compensation for the fourth co-locating carrier; and 25% of the gross compensation for all subsequent co-locating carriers.”

These changes shall take effect on February 1, 2022 and continue for the remainder of the Lease.

4. Article 5, Section A of the agreement shall be amended to allow the LESSOR to put up to 3 antennae at the LESSOR’s provided elevation so long as such do not interferewith the operations of previously located carriers on the tower.
5. The LESSEE shall provide a breakdown of monthly payments received by the LESSEE for each tenant the LESSEE may have on the premises and notify the LESSOR of any changes to existing rental agreements with tenants or new agreements with existing or newtenants.
6. In all other aspects, the Agreement, as amended by the terms hereof, is hereby ratified and confirmed and shall remain in full force and effect.

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**IN WITNESS WHEREOF**, LESSOR and LESSEE have duly executed this First Amendment to Lease Agreement the day and year first written above.

**LESSEE: INDUSTRIAL TOWER AND WIRELESS, LLC**

BY: \_\_\_\_\_  
Michael J. Umano  
President

Date: \_\_\_\_\_

**LESSOR: THE TOWN OF REHOBOTH, MA**

BY: Its Board of Selectmen  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: \_\_\_\_\_

8/30/21

Department Head Reports:

Selectmen's Reports:

Vadnais:

Deignan:

Perry:

Muri:

Solas: