

Town of Bridgewater Town Council FY25 Orders

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Ordinance Number	Ordinance Title	Date Adopted
O-FY25-001	FY2025 Annual Town Budget	May 7, 2024
O-FY25-002	FY25 Water Enterprise Fund Budget	May 7, 2024
O-FY25-003	FY25 Sewer Enterprise Fund Budget	May 7, 2024
O-FY25-004	FY25 Transfer Station Enterprise Fund Budget	May 7, 2024
O-FY25-005	Authorization of Revolving Accounts	May 7, 2024
O-FY25-006	CPA Reserve Account FY2025	May 7, 2024
O-FY25-007	46-48 Summer Street Park Designations	October 1, 2024
O-FY25-008	Appoint Interim Town Manager	August 27, 2024
O-FY25-009	Establishing a Town Manager Search Ad Hoc Committee	September 10, 2024
O-FY25-010	Granting of an Easement – National Grid	October 1, 2024
O-FY25-011	Granting of an Easement – Commonwealth	October 1, 2024
O-FY25-012	Contract – Interim Town Manager	September 17, 2024
O-FY25-013	Transfer Order – Salary to Expense (TM/ACO)	October 15, 2024
O-FY25-014	Transfer Order – Contractual Buyouts	October 15, 2024
O-FY25-015	Transfer Order – PEG Upgrade	October 15, 2024
O-FY25-016	Acceptance of Grant – BSU	October 15, 2024
O-FY25-017	Gift of Tangible Property – BSU Foundation	October 15, 2024
O-FY25-018	Acceptance of Grant – Public Safety	November 26, 2024
O-FY25-019	Acceptance of Gift – Town River Landing	November 26, 2024
O-FY25-020	Acceptance of Grant – PARC Summer Street	November 26, 2024
O-FY25-021	Renaming Middle School	November 26, 2024
O-FY25-022	Acting Town Manager Reappointment	November 26, 2024
O-FY25-023	FY2025 Classification Tax Allocation - Adoption of Residential Factor	December 3, 2024
O-FY25-025	Acceptance of Donation – Oliari Charitable	November 26, 2024
O-FY25-026	General Free Cash Allocation	December 3, 2024
O-FY25-027	Transfer Order – Legal Department	December 3, 2024
O-FY25-028	Transfer Order – Water & Sewer Fund	December 3, 2024
O-FY25-029	Transfer Station Retained Earnings	December 3, 2024
O-FY25-030	BRRSD Capital Plan Transfer	December 3, 2024
O-FY25-031	Vacant Council Seat Appointment	December 3, 2024
O-FY25-032	Acceptance of 2025 Non-Recurring Revenue to Capital Department of Corrections	February 18, 2025
O-FY25-033	Placement of Flagpoles	January 7, 2025
O-FY25-034	Oldfield Estates – Right of First Refusal	January 21, 2025

O-FY25-035	Authorization for Town Manager To Sign	January 21, 2025
O-FY25-036	Laying Out/Accepting Firefly Lane	April 22, 2025
O-FY25-037	Acceptance of Donation – Olairi Charitable	February 18, 2025
O-FY25-038	Acceptance of Grant – DFS	February 18, 2025
O-FY25-039	2025 – 2030 Capital Improvements	February 18, 2025
O-FY25-040	General Fund – Capital Order	February 18, 2025
O-FY25-041	Water Capital Order	February 18, 2025
O-FY25-042	Transfer Order – Coroners Book	April 8, 2025
O-FY25-043	Transfer Order – Additional Money for Parthenon Frieze	March 18, 2025
O-FY25-044	Contract Ratification – Town manager	March 4, 2025
O-FY25-045	Acceptance of Donation – Discovery Channel	March 18, 2025
O-FY25-047	Transfer Order – Town Manager Office	March 18, 2025
O-FY25-048	Contract Ratification – New Town Manager	April 22, 2025
O-FY25-050	Donation: Bridgewater Fire Association	April 22, 2025
O-FY25-051	Transfer Order: Flag Pole	April 22, 2025
O-FY25-052	Acceptance of MVP Grant for Hanson Farm	April 22, 2025
O-FY25-053	Acceptance of Grant: High Street	April 22, 2025
O-FY25-054	Transfer Order – Conservation Easement Restriction for Hanson Farm	April 22, 2025
O-FY25-055	Proposition 2 ½ Ballot Question	April 22, 2025
O-FY25-056	2025 Special Election Warrant	April 22, 2025
O-FY25-057	BAA Collective Bargaining Contract Ratification	May 6, 2025
O-FY25-058	BAA Collective Bargaining Contract Transfer	May 6, 2025
O-FY25-059	Acceptance of Hanson Farm Restriction	May 6, 2025
O-FY25-060	FY2026 Capital Plan Transfers	May 20, 2025
O-FY25-061	Contractual Buyouts	May 20, 2025
O-FY25-062	Loan Authorization: Plymouth Street Wells	May 20, 2025
O-FY25-063	Bridgewater Police Association: Veterans Donations	June 3, 2025
O-FY25-064	Creating a TIF Ad Hoc Committee	June 3, 2025
O-FY25-065	Acceptance of Grant: EEA for Open Space	June 3, 2025
O-FY25-066	Transfer Order: Flag Pole Return Funds	June 3, 2025
O-FY25-067	Year End Transfers	June 3, 2025
O-FY25-068	USW Contract Ratification	June 30, 2025
O-FY25-069	USW Contract Transfer	June 30, 2025
O-FY25-070	Non-Union Positions Appropriation Transfer	June 30, 2025
O-FY25-071	Establish a TIF District Ad Hoc Committee for 60-86 Broad Street	July 15, 2025
O-FY25-072	Acceptance of Donation: Oliari Donation Library	June 30, 2025
O-FY25-073	Town Clerk Salary	August 5, 2025
O-FY25-074	Town Manager Goals	September 2, 2025



Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	4/9/2024
First Reading:	4/9/2024
Second Reading:	5/7/2024
Amendments Adopted:	
Third Reading:	
Date Adopted:	5/7/2024
Date Effective:	7/1/2024

Budget Order O-FY25-001: FY2025 Annual Town Budget

ORDERED that to provide for payment of certain expenses of the Town for the fiscal year ending June 30, 2025;

The Town will raise and appropriate and vote into tax, to be assessed per law and/or appropriate and transfer from the following available funds:

Ambulance Receipts Reserved the amount of	\$2,100,000
Title V the amount of	\$ 128,696
Enterprise Funds the amount of	\$ 695,285
Conservation Receipts Reserved the amount of	\$ 30,000
Energy Funds the amount of	\$ 150,000
Elm Street DIF	\$ 581,313
Golf	<u>\$ 200,000</u>
Other Financing Source Total	\$3,885,294

For the operation of the Town and further that such appropriation in the sum of \$69,470,206 be for personal services, general expenses, principal and interest, for such purposes, each department and group being considere a separate appropriation as shown on the attached:

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none"> • Budget & Finance 	<ul style="list-style-type: none"> • 4/16/24: Voted 3-0 to recommend
<ul style="list-style-type: none"> • Finance Committee 	<ul style="list-style-type: none"> • 4/22/24: Voted 5-0 to recommend

Attachments: 1. Order O-FY25-001 - TM FY2025 GF Operating Budget - 04.01.2024
Attachment

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 7, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

Town of Bridgewater
Town Manager's
FY 2025 General Fund Operating Budget
04/01/24

DEPT #	DEPARTMENT	GROUP	GROUP DESCRIPTION	Sum of FY 2025 TM BUDGET
111	TOWN COUNCIL	1.0	SLRY/WGS/BNFTS	67,694
		2.0	EXPENSES	12,500
	TOWN COUNCIL Total			80,194
123	TOWN MANAGER	1.0	SLRY/WGS/BNFTS	551,158
		2.0	EXPENSES	58,071
	TOWN MANAGER Total			609,229
132	RESERVE FUND	2.0	EXPENSES	60,000
	RESERVE FUND Total			60,000
135	ACCOUNTANT	1.0	SLRY/WGS/BNFTS	454,717
		2.0	EXPENSES	74,100
	ACCOUNTANT Total			528,817
141	ASSESSORS	1.0	SLRY/WGS/BNFTS	195,294
		2.0	EXPENSES	86,665
	ASSESSORS Total			281,959
145	TREASURER	1.0	SLRY/WGS/BNFTS	438,184
		2.0	EXPENSES	55,872
	TREASURER Total			494,056
151	LAW	1.0	SLRY/WGS/BNFTS	105,000
		2.0	EXPENSES	26,550
	LAW Total			131,550
152	HUMAN RESOURCES	1.0	SLRY/WGS/BNFTS	171,945
		2.0	EXPENSES	42,750
	HUMAN RESOURCES Total			214,695
155	IT	1.0	SLRY/WGS/BNFTS	302,693
		2.0	EXPENSES	489,330
	IT Total			792,023
161	TOWN CLERK	1.0	SLRY/WGS/BNFTS	226,538
		2.0	EXPENSES	89,541
	TOWN CLERK Total			316,078
166	PARKING	1.0	SLRY/WGS/BNFTS	15,375
		2.0	EXPENSES	750
	PARKING Total			16,125
182	CED	1.0	SLRY/WGS/BNFTS	338,790
		2.0	EXPENSES	35,915
	CED Total			374,705
192	TOWN BUILDINGS	1.0	SLRY/WGS/BNFTS	62,913
		2.0	EXPENSES	549,388
	TOWN BUILDINGS Total			612,301
210	POLICE	1.0	SLRY / WGS / BNFTS	6,521,533
		2.0	EXPENSES	313,501
	POLICE Total			6,835,034
220	FIRE	1.0	SALRY / WGS / BENFT	6,553,086
		2.0	EXPENSES	364,328
	FIRE Total			6,917,413

Town of Bridgewater
Town Manager's
FY 2025 General Fund Operating Budget
04/01/24

DEPT #	DEPARTMENT	GROUP	GROUP DESCRIPTION	Sum of FY 2025 TM BUDGET
240	INSPECTIONAL SVCS	1.0	SLRY/WGS/BNFTS	442,987
		2.0	EXPENSES	13,250
	INSPECTIONAL SVCS Total			456,237
292	ANIMAL CONTROL	1.0	SLRY/WGS/BNFTS	104,776
		2.0	EXPENSES	3,000
	ANIMAL CONTROL Total			107,776
300	B/R REGIONAL DIST	2.0	EXPENSES	36,829,096
	B/R REGIONAL DIST Total			36,829,096
301	BRISTOL AGRICULTURAL	2.0	EXPENSES	565,369
	BRISTOL AGRICULTURAL Total			565,369
302	BRISTOL PLYMOUTH	2.0	EXPENSES	2,183,808
	BRISTOL PLYMOUTH Total			2,183,808
303	NORFOLK CNTY AGI	2.0	EXPENSES	283,295
	NORFOLK CNTY AGI Total			283,295
410	TOWN ENGINEER	1.0	SLRY/WGS/BNFTS	67,264
		2.0	EXPENSES	20,225
	TOWN ENGINEER Total			87,489
420	HWY DEPARTMENT	1.0	SLRY/WGS/BNFTS	1,085,216
		2.0	EXPENSES	503,275
	HWY DEPARTMENT Total			1,588,491
421	SNOW & ICE	1.0	SLRY/WGS/BNFTS	41,000
		2.0	EXPENSES	41,100
	SNOW & ICE Total			82,100
424	STREET LIGHTING	2.0	EXPENSES	175,818
	STREET LIGHTING Total			175,818
510	HEALTH DEPT	1.0	SLRY/WGS/BNFTS	169,098
		2.0	EXPENSES	18,350
	HEALTH DEPT Total			187,448
541	COUNCIL ON AGING	1.0	SLRY/WGS/BNFTS	238,459
		2.0	EXPENSES	9,800
	COUNCIL ON AGING Total			248,259
543	VETERANS AGENT	1.0	SLRY/WGS/BNFTS	79,204
		2.0	EXPENSES	69,350
	VETERANS AGENT Total			148,554
610	LIBRARY	1.0	SLRY/WGS/BNFTS	549,628
		2.0	EXPENSES	204,284
	LIBRARY Total			753,912
630	RECREATION	1.0	SLRY/WGS/BNFTS	210,054
		2.0	EXPENSES	73,490
	RECREATION Total			283,545
710	DEBT PRINCIPAL	7.0	DEBT SERVICE	47,000
		7.1	DE: DEBT SERVICE	185,000
		7.2	TTLV: DEBT SERVICE	121,096
		7.3	DIF: DEBT SERVICE	250,000
		7.4	GOLF DEBT	32,000
	DEBT PRINCIPAL Total			635,096

Town of Bridgewater
Town Manager's
FY 2025 General Fund Operating Budget
04/01/24

DEPT #	DEPARTMENT	GROUP	GROUP DESCRIPTION	Sum of FY 2025 TM BUDGET
751	INTEREST ON LTD	7.0	DEBT SERVICE	1,339
		7.1	DE: DEBT SERVICE	63,600
		7.2	TTLV: DEBT SERVICE	7,600
		7.3	DIF: DEBT SERVICE	131,313
		7.4	GOLF DEBT	5,160
	INTEREST ON LTD Total			209,011
752	INTEREST ON STD	7.5	DEBT SERVICE	86,417
	INTEREST ON STD Total			86,417
820	STATE & COUNTY ASSESSMENTS	2.0	EXPENSES	388,310
	STATE & COUNTY ASSESSMENTS Total			388,310
830	COUNTY ASSESSMENTS	2.0	EXPENSES	69,782
	COUNTY ASSESSMENTS Total			69,782
911	RETIREMENT	1.0	SLRY/WGS/BNFTS	5,177,541
	RETIREMENT Total			5,177,541
912	WORKERS COMP	1.0	SLRY/WGS/BNFTS	175,572
	WORKERS COMP Total			175,572
913	UNEMPLOYMENT	1	SLRY/WGS/BNFTS	20,000
	UNEMPLOYMENT Total			20,000
914	MED/LIFE/FICA	1.0	SLRY/WGS/BNFTS	4,228,963
	MED/LIFE/FICA Total			4,228,963
919	OTHER BENEFITS	1.0	SLRY/WGS/BNFTS	3,500
		2.0	EXPENSES	32,400
	OTHER BENEFITS Total			35,900
945	LIABILITY INSURANCE	2.0	EXPENSES	301,623
	LIABILITY INSURANCE Total			301,623
950	VEHICLE MAINTENANCE	2.0	EXPENSES	5,000
	VEHICLE MAINTENANCE Total			5,000
	GAS & OIL FOR TOWN VEHICLES	2.0	EXPENSES	235,000
	GAS & OIL FOR TOWN VEHICLES Total			235,000
				73,813,592
Adjust for State/County Charges				(458,092)
Total Appropriation				73,355,500



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/9/2024
First Reading: 4/9/2024
Second Reading: 5/7/2024
Amendments Adopted:
Third Reading:
Date Adopted: 5/7/2024
Date Effective: 7/1/2024

Budget Order O-FY25-002: FY2025 Water Enterprise Fund Budget

ORDERED, that the Town Council vote to appropriate **\$4,840,371** from the Water Enterprise receipts to defray Water direct costs, and that **\$403,037** as appropriated under Order O-FY25-001 be used for Water indirect costs, all to fund the total costs of operations of the Water Enterprise as follows:

SALARIES/WAGES/BENEFITS	\$ 2,014,541
OPERATING EXPENSES	\$ 1,340,992
DEBT SERVICES	\$ 1,479,838
TRANSFER TO TRUST FUNDS OPEB	\$ 5,000
APPROPRIATED for DIRECT COSTS	\$ 4,840,371
TRANSFER TO GF	\$ 22,684
INDIRECT COSTS - GENERAL FUND	\$ 380,353
TOTAL COST - WATER EF	\$ 5,243,408

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">4/16/24: Voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">4/29/24: Voted 6-0 to recommend

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 7, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/9/2024
First Reading: 4/9/2024
Second Reading: 5/7/2024
Amendments Adopted:
Third Reading:
Date Adopted: 5/7/2024
Date Effective: 7/1/2024

Budget Order O-FY25-003: FY25 Sewer Enterprise Fund Budget

ORDERED, that the Town Council assembled vote to appropriate **\$2,569,636** from the Sewer Enterprise receipts to defray Sewer direct costs, and that **\$251,672** as appropriated under Order O-FY25-001 be used for Sewer indirect costs, all to fund the total costs of operations of the Sewer Enterprise as follows:

SALARIES/WAGES/BENEFITS	\$ 1,360,181
OPERATING EXPENSES	\$ 774,782
DEBT SERVICES	\$ 429,673
TRANSFER TO TRUST FUNDS OPEB	\$ 5,000
APPROPRIATED for DIRECT COSTS	\$ 2,569,636
TRANSFER TO GF	\$ 22,684
INDIRECT COSTS - GENERAL FUND	\$ 228,988
TOTAL COST - SEWER EF	\$ 2,821,308

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">4/16/24: Voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">4/29/24: Voted 6-0 to recommend

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 7, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/9/2024
First Reading: 4/9/2024
Second Reading: 5/7/2024
Amendments Adopted:
Third Reading:
Date Adopted: 5/7/2024
Date Effective: 7/1/2024

Budget Order O-FY25-004: FY25 Transfer Station Enterprise Fund Budget

ORDERED, that the Town Council assembled vote to appropriate **\$376,424** from Transfer Station Enterprise receipts to defray Transfer Station direct costs, and that **\$40,576** as appropriated under Order O-FY25-001 be used for Transfer Station indirect costs, all to fund the total costs of operations of the Transfer Station Enterprise as follows:

SALARIES/WAGES/BENEFITS	\$ 108,681
OPERATING EXPENSES	\$ 267,743
APPROPRIATED for DIRECT COSTS	\$ 376,424
INDIRECT COSTS - GENERAL FUND	\$ 40,576
TOTAL COST - TRANSFER STATION EF	\$ 417,000

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">4/16/24: Voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">4/29/24: voted 6-0 to recommend

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 7, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/9/2024
First Reading: 4/9/2024
Second Reading: 5/7/2024
Amendments Adopted:
Third Reading:
Date Adopted: 5/7/2024
Date Effective: 7/1/2024

Budget Order O-FY25-005: Authorization of Revolving Funds

ORDERED, that the Town Council vote to establish revolving funds for certain Town Departments under the provisions of G.L. c.44, §53E ½ for the fiscal year beginning July 1, 2024, with specific receipts credited to each fund, the purposes for which each fund may be spent, and the maximum amount that may be spent from each fund for FY2025 as follows:

Spending Authority	Fund	Receipts	Expenditures	FY2025 Spending Limit
Town Clerk	Street Listing	Sales of street lists; sale of bylaws/zoning bylaws; sale of subdivision rules; sale of zoning maps	Printing and other costs with publications/books sold to public.	\$5,000
Recreation Director	Recreation	Fees associated with recreation programs	Salaries/benefits of full-time staff, part-time seasonal staff, recreation programs, facility expenses and other expenses related to programs	\$150,000
Council on Aging Director	COA Revolving	Fees and Rentals	Programs for Seniors & Community	\$20,000
Library Director	Library Revolving	Fines & Fees	Programs & supplies for Community	\$20,000

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">4/16/24: Voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">4/29/24: Voted 6-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 7, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/9/2024
First Reading: 4/9/2024
Second Reading: 5/7/2024
Amendments Adopted:
Third Reading:
Date Adopted: 5/7/2024
Date Effective: 7/1/2024

Order O-FY25-006: CPA Reserve Accounts - FY2025

ORDERED, Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate from the Community Preservation Fund FY2025 estimated annual revenues the sum of **\$975,000**. to meet the administrative expenses, and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2025.

And further,

To reserve for future appropriation from the Community Preservation Fund FY2025 estimated annual revenues the sum of **\$97,500** for the acquisition, creation, and preservation of open space; **\$0** for acquisition, preservation, restoration, and rehabilitation of historic resources; and **\$97,500** for the acquisition, creation, preservation, and support of community housing.

And further,

To appropriate **\$48,750** to Administrative Expenses and **\$357,178.75** to Budgetary Reserves.

And further,

To appropriate **\$325,800** for the payment of debt related to the Academy Building renovation from FY2025 estimated revenues.

And further,

To appropriate **\$48,271.25** for the payment of debt related to the Keith Homestead purchase from FY2025 estimated revenues.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">4/16/24: Voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 4/29/24: Voted 6-0 to recommend
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Attachments: 1. FY25 Budget CPC Recommended

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 7, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

Town of Bridgewater

Community Preservation Fund

FY 2025 Recommended Budget

Sources & Uses of Funds			FY 2025
Revenue Estimates			
CPA Surcharge 2%			875,000.00
State Match			100,000.00
Total Estimated Revenue			975,000.00
Total Sources of Funds			975,000.00
Total Estimated Revenue			975,000.00
Total Sources of Funds			975,000.00
Reserves			
Community Housing Reserve	(Min 10%)	10%	97,500.00
Open Space Reserve	(Min 10%)	10%	97,500.00
Historical Resources Reserve	(Min 10%)	10%	0.00
Total Required Reserves			195,000.00
Administrative Expenses (No >5%) \$			
Purchase of Services			
Administrative Expenses			48,750.00
Total Administrative Budget			48,750.00
Debt Service - Due FY25			
ACADEMY BUILDING RENOVATIONS-PRINCIPAL			240,000.00
ACADEMY BUILDING RENOVATIONS-INTEREST			85,800.00
KEITH HOMESTEAD-2012 CPC 00001-PRINCIPAL			47,000.00
KEITH HOMESTEAD-2012 CPC 00001-INTEREST			1,271.25
Total Debt Service			374,071.25
BUDGETARY RESERVES			357,178.75
Total Use of Funds			975,000.00

*See below.

*See below.

**Note: Covered by Academy Building Restorations. Per the DOR, if a bond for a specific 'bucket' (in this case, the Academy Building Renovations from the Historical Resources Reserve) is more than the 10% required to be budgeted into that Reserve then no monies need be put into that 'bucket'. The CPC has chosen to do this to allow more funds for an open space acquisition.*



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 8/13/2024
First Reading: 8/13/2024
Second Reading: 10/1/2024
Amendments Adopted:
Third Reading:
Date Adopted: 10/1/2024
Date Effective: 11/1/2024

Order O-FY25-007: An Order Dedicating 46-48 Summer Street as a Public Park Pursuant to MGL Chapter 45, Section 3

Whereas: On January 10, 2023, the Bridgewater Town Council voted Order O-FY22-019 unanimously to take 46-48 Summer Street by eminent domain.

Whereas, the property was taken to “create additional downtown parkland and passive recreational space for the people Bridgewater for the public purpose of improving the living experience of residents of Bridgewater who live in the downtown area and providing outdoor passive recreational opportunities for residents and visitors alike.”

Whereas, the Town Council has appropriated funds to support the property’s use as a public park;

NOW, THEREFORE, BE IT ORDERED: That the property located at 46-48 Summer Street, more particularly described as Parcel 1 in a Plan recorded with the Plymouth County Registry of Deeds at Plan Book 14, Page 625 and in a Deed recorded with the Plymouth County Registry of Deeds at Book 3351, Page 458, be and is dedicated to park uses under MGL c. 45, section 3.

Further, the Town Manager is hereby authorized to file any documents with the Plymouth County Registry of Deeds to effectuate the dedicated use.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Rules & Procedures	<ul style="list-style-type: none">9/18/24: Voted 2 - 0 to recommend.

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, October 1, 2024, to approve the aforementioned Order, by a Voice vote of 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By:	Kevin Perry, Councilor
Date Introduced:	8/27/2024
First Reading:	8/27/2024
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	8/27/2024
Date Effective:	8/27/2024

Order O-FY25-008: Emergency Measure - Appointment of Acting Town Manager

EMERGENCY MEASURE:

In accordance with Section 2-7 (b) of the Home Rule Charter, An emergency measure shall be introduced in the form and manner prescribed for measures generally except that it shall be plainly designated as an emergency measure and shall contain statements after the enacting clause declaring that an emergency exists and describing its scope and nature in clear and specific terms. A preamble which declares and defines the emergency shall be separately voted on and shall require the affirmative vote of two thirds of the town council.

PREAMBLE:

Whereas, the current Town Manager's last day of employment with the Town is September 4, 2024; and

Whereas, in accordance with Section 4-6 of the Bridgewater Home Rule Charter, the Town Council is responsible for appointing the Acting Town Manager; and

Whereas, due to the urgent situation created by the departure of the Town Manager, it is crucial to make this appointment as expeditiously as possible to avoid any potential harm to the Town; and

Whereas, Blythe Robinson has served as Acting Assistant Town Manager since June 2024; and

Whereas, Ms. Robinson possesses decades of experience in municipal government, demonstrating a remarkable ability to understand and address the needs of diverse communities; and

Whereas, Ms. Robinson's extensive background in regionalization, grant management, budgeting, transparency, and human resources equips her to effectively address the varied needs of different communities; and

Whereas, Ms. Robinson is committed to enhancing intercommunity connectivity through creative problem-solving and remains well-informed about evolving opportunities, including grants, which play a crucial role in

- 1. ROLL CALL VOTE TO DECLARE AND DEFINE EMERGENCY AND TO SUSPEND COUNCIL RULES & PROCEDURES SECTION 18 – READINGS – 2/3 VOTE REQUIRED (6)**
- 2. ROLL CALL VOTE TO APPROVE MEASURE – MAJORITY OF THOSE PRESENT AND VOTING**

local government.

Ordered, in accordance with Section 4-6 of the Bridgewater Home Rule Charter, that the Town Council, assembled, vote to appoint Blythe Robinson as Acting Town Manager for a period of 90 days, with the appointment to be reviewed after this period. The duties of the Acting Town Manager shall include, but not be limited to:

1. Approving and signing the weekly payroll to pay all employees;
2. Approving and signing the accounts payable warrant for all expenses;
3. Executing contracts;
4. Executing grant agreements;
5. Signing documents related to long-term debt for the fire station under construction;
6. Signing the Purchase & Sale agreement for Hanson Farm; and
7. Signing any tentative agreements with the labor unions.

Committee Referrals and Dispositions:

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, August 27, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 8/27/2024
First Reading: 8/27/2024
Second Reading: 9/10/2024
Amendments Adopted:
Third Reading:
Date Adopted: 9/10/2024
Date Effective: 10/10/2024

Order O-FY25-009: Town Manager Search Preliminary Screening Ad Hoc Committee Selection

Ordered; that pursuant to Bridgewater Town Administrative Code Article III, Section 1(B)(2), a five-member Preliminary Screening Ad-hoc Committee be established. Said Preliminary Screening Ad-hoc Committee shall consist of no more than four (4) members of the Town Council and one (1) member of the School Committee that is a resident of the Town.

Once established, the Preliminary Ad Hoc Committee shall determine the method to acquire candidates (ex. Hire search firm, use MMA, etc) to include screening of Town Manager applicants and providing the Town Council with the top three applicants. Final Selection shall be performed by the Town Council.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Rules & Procedures	<ul style="list-style-type: none">Voted 3 - 0 with amendments to recommend.

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, September 10, 2024 to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By:	Blythe Robinson, Acting Town Manager
Date Introduced:	9/10/2024
First Reading:	9/10/2024
Second Reading:	10/1/2024
Amendments Adopted:	
Third Reading:	
Date Adopted:	10/1/2024
Date Effective:	11/1/2024

Order O-FY25-010: Granting of an Easement - Massachusetts Electric Company

WHEREAS; TOWN OF BRIDGEWATER, a Massachusetts municipal corporation having a usual place of business at 66 Central Square, Bridgewater, Massachusetts 02324 (hereinafter referred to as the "Grantor"), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its principal place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the "Grantee") with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM"), consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located over, across, under and upon a portion of the Grantor's property in Bridgewater, Plymouth County, Massachusetts, for the purpose of serving the Grantor's property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a portion of that certain parcel of land situated on the northerly side of Pleasant Street, being more particularly that parcel of land designated by the Town of Bridgewater Tax Assessor's office as Map 72, Lot 1, as presently constituted.

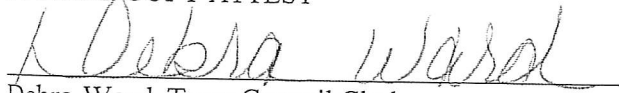
And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to Grantor's property) is approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION EASEMENT; National Grid, Owner(s): Town of Bridgewater; Address: 1185 Pleasant St. Bridgewater, Sketch to Accompany Easement for: National Grid to obtain rights for new handhole and new pad for padmount transformer as well as the cable and conduit coming off of new pole 111-50 to the new pad; Date: 7-1-2024, Drawn By: Simon Yeung", a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Attachments: 1. 30938414 Easement SKETCH National Grid

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, October 1, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST

A handwritten signature in cursive script, appearing to read "Debra Ward", is written over a horizontal line.

Debra Ward, Town Council Clerk

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said Grantor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the Grantor's property wherein the "UNDERGROUND SYSTEM" is specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld. Any relocation so requested will be at the sole cost and expense of the requesting party.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's property an "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Grantor's property, including, without limitation, to the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

The easements herein granted are non-exclusive, however, it is agreed that the "UNDERGROUND SYSTEM" shall remain the exclusive property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

For Grantor's title, see deed dated September 16, 1996, recorded with the Plymouth County Registry of Deeds in Book 14669, Page 42.

ORDERED, that the Town Council of the Town of Bridgewater, Massachusetts, in Town Council assembled approve the order, as attached.

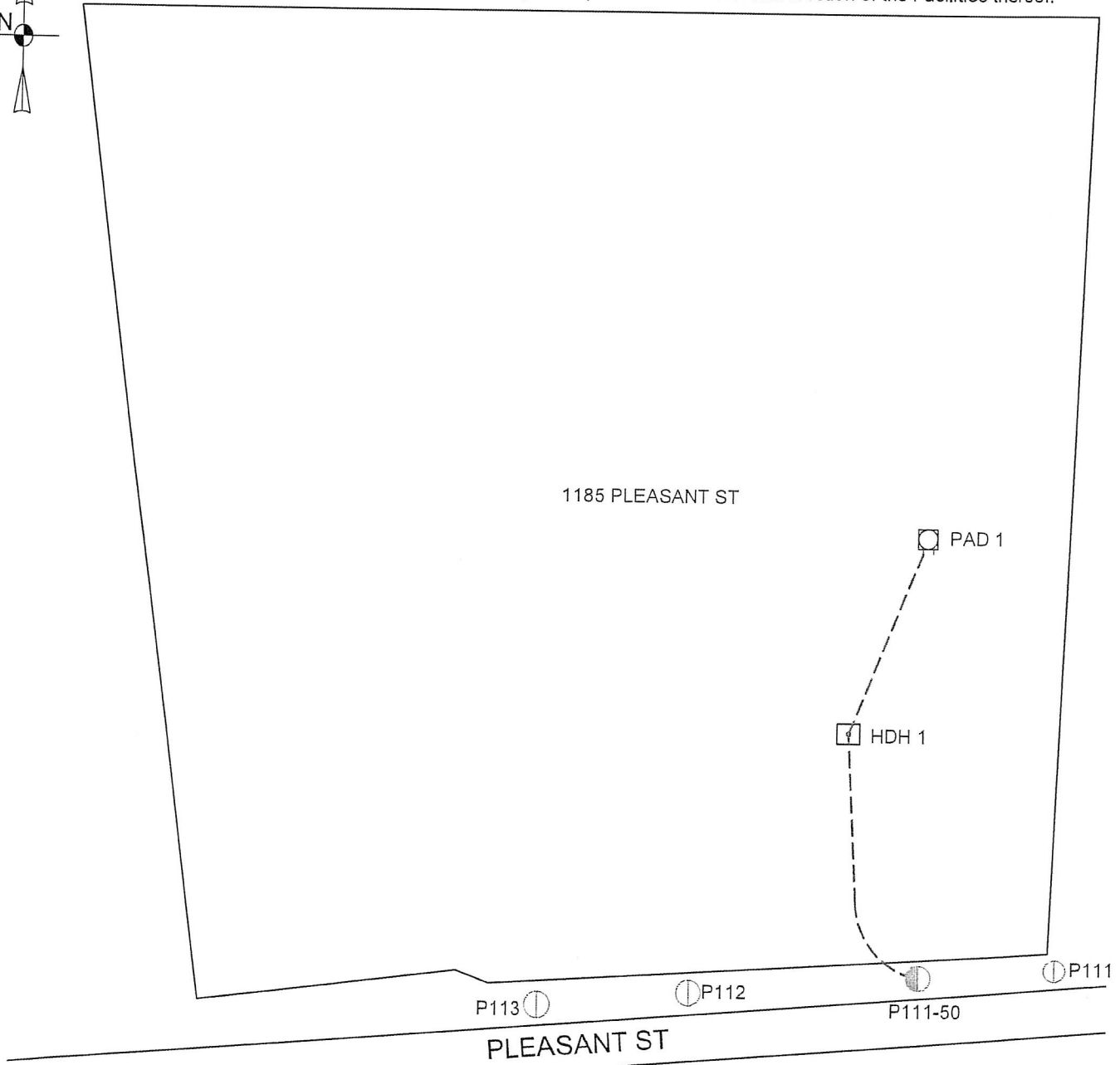
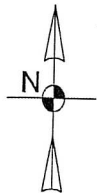
Committee Referrals and Dispositions:

This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



ELECTRIC DISTRIBUTION EASEMENT

LEGEND

--- Proposed Underground Electrical Cables

□ Heavy Duty Handholes

⊖ Existing JO Pole

⊖ Proposed JO Pole

□ Padmount Transformer

nationalgrid

Owner(s):

TOWN OF BRIDGEWATER

Address:

1185 PLEASANT ST,
BRIDGEWATER

Sketch to Accompany Easement for:

WR# 30938414

National Grid to obtain rights for new handhole and new pad for padmount transformer as well as the cable and conduit coming off of new pole 111-50 to the new pad

Date: 7-1-2024

Drawn By: Simon Yeung

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

Property Address: 1185 Pleasant St., Bridgewater, MA 02324 (Plymouth County)

GRANT OF EASEMENT

TOWN OF BRIDGEWATER, a Massachusetts municipal corporation having a usual place of business at 66 Central Square, Bridgewater, Massachusetts 02324 (hereinafter referred to as the "Grantor"), for consideration of One (\$1.00) Dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its principal place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the "Grantee") with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM"), consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located over, across, under and upon a portion of the Grantor's property in Bridgewater, Plymouth County, Massachusetts, for the purpose of serving the Grantor's property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a portion of that certain parcel of land situated on the northerly side of Pleasant Street, being more particularly that parcel of land designated by the Town of Bridgewater Tax Assessor's office as **Map 72, Lot 1**, as presently constituted.

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to Grantor's property) is approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION EASEMENT; National Grid, Owner(s): Town of Bridgewater; Address: 1185 Pleasant St. Bridgewater, Sketch to Accompany Easement for: National Grid to obtain rights for new handhole and new pad for padmount transformer as well as the cable and conduit coming off of new pole 111-50 to the new pad; Date: 7-1-2024, Drawn By: Simon Yeung", a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

WR#30938414

Address of Grantees:
Mass. El., 170 Data Drive, Waltham, Massachusetts 02451

Return to:
Lori Loughlin
National Grid
1250 Brayton Point Rd
Somerset, MA 02725

05 BRIDMA GEN

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said Grantor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the Grantor's property wherein the "UNDERGROUND SYSTEM" is specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld. Any relocation so requested will be at the sole cost and expense of the requesting party.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's property an "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Grantor's property, including, without limitation, to the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

The easements herein granted are non-exclusive, however, it is agreed that the "UNDERGROUND SYSTEM" shall remain the exclusive property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

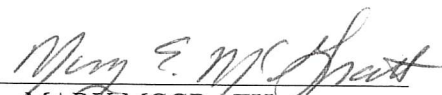
[Signature Page Follows]

For Grantor's title, see deed dated September 16, 1996, recorded with the Plymouth County Registry of Deeds in **Book 14669, Page 42.**

IN WITNESS WHEREOF, the TOWN OF BRIDGEWATER has caused its municipal seal to be hereto affixed and these presents to be signed in its name and behalf by and through its Town Council, being thereto duly authorized this _____ day of _____, 2024.

TOWN OF BRIDGEWATER

By and through its TOWN COUNCIL


By: MARY MCGRATH


By: PAUL MURPHY

By: ADELENE ELLENBERG

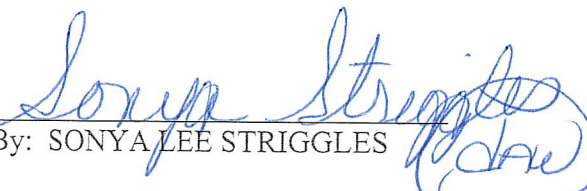

By: SUSAN ROBINSON


By: KEVIN PERRY


By: FRED CHASE


By: BRADFORD MCKINNON


By: MARK LINDE


By: SONYA LEE STRIGGLES

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Mary McGrath, Paul Murphy, Adelene Ellenberg, Susan Robinson, Kevin Perry, Fred Chase, Bradford McKinnon, Mark Linde, and Sony Lee Striggles, proved to me through satisfactory evidence of identity, which was/were _____, to be the persons whose names are signed on the preceding Grant of Easement and acknowledged to me that they signed it voluntarily for its stated purpose, on behalf of the Town of Bridgewater as duly authorized members of the Town of Bridgewater Town Council.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above



Bridgewater Town Council

Introduced By:	Fred Chase, Councilor
Date Introduced:	9/10/2024
First Reading:	9/10/2024
Second Reading:	10/1/2024
Amendments Adopted:	
Third Reading:	
Date Adopted:	10/1/2024
Date Effective:	11/1/2024

Order O-FY25-011: Granting of an Easement - Commonwealth of Massachusetts

WHEREAS, The COMMONWEALTH OF MASSACHUSETTS, acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance having a mailing address of One Ashburton Place, Boston, Massachusetts 02108, in consultation with the Commissioner of its Department of Correction (“DOC”) (hereinafter collectively called the "Grantor"), acting pursuant to Section 5 of Chapter 177 of the Acts of 2020, as amended by Chapter 172 of the Acts of 2022 (collectively, the “Acts”, the texts of which are attached to this Grant of Easement as Exhibit A), for consideration of One Dollar (\$1.00) paid, the receipt and sufficiency of which are hereby acknowledged and in consideration of the performance by Grantee of the covenants contained herein, does hereby grant and release without covenants to the City known as the Town of Bridgewater to be held by its Conservation Commission pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth, with a mailing address at Town of Bridgewater, Municipal Office Building, 66 Central Square, Bridgewater, Massachusetts 02324, (hereinafter collectively called the "Grantee"), a permanent and nonexclusive Easement defined below, within the “Easement Areas” as defined below, located on Grantor’s land at Summer Street within the Town of Bridgewater, Massachusetts (hereinafter called the “Easement”).

The Easement Areas consist of: the areas designated as a “50’ Easement” (collectively, the “50’ Easement”) on the plan entitled “Easement Plan, Bridgewater Trail, Summer Street, Bridgewater MA” prepared by Nitsch Engineering and dated December 28, 2023, last revised April, 2024 (including seven sheets, the “Plan”); and the areas designated as “100’x100’ Parking Easements” and “Proposed Drive” (collectively, the “Parking Easements”). The Plan is recorded with the Plymouth County Registry of Deeds in Plan Book _____, as Plan No _____ [or the Plan is recorded with this Grant of Easement as _____.] NOTE: This language should be revised to reflect the status of the recording of the Plan”.

ORDERED, that the Town Council of the Town of Bridgewater, Massachusetts, in Town Council assembled approve the order, as attached.

Committee Referrals and Dispositions:

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Disposition(s)

This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Attachments: 1. Easement - Commonwealth of MA

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, October 21, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

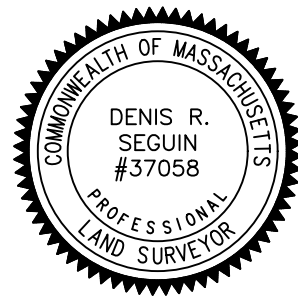
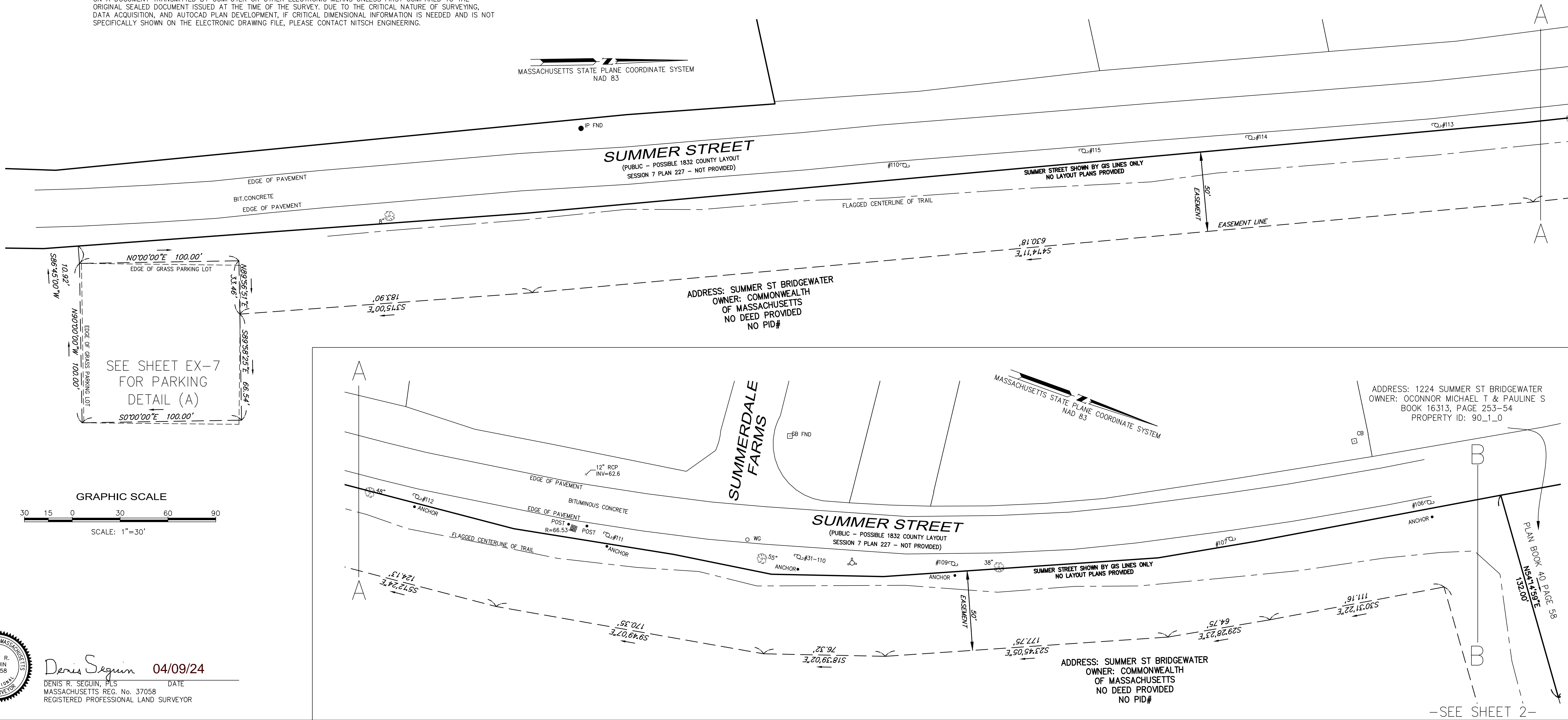
A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

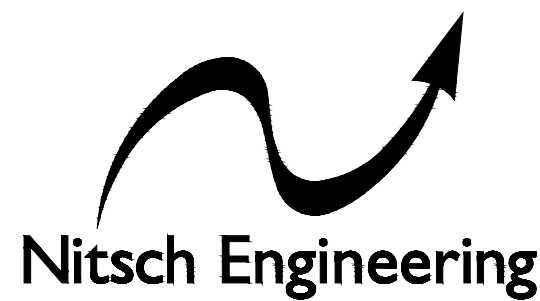
NOTES

1. THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF NITSCH ENGINEERING. IT IS ISSUED TO DCAMM FOR PURPOSES RELATED DIRECTLY AND SOLELY TO NITSCH ENGINEERING'S SCOPE OF SERVICES UNDER CONTRACT WITH DCAMM FOR BRIDGEWATER TRAIL. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT AND PROJECT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN AUTHORIZATION IS GIVEN THEREFOR BY NITSCH ENGINEERING.
2. THE PURPOSE OF THIS PLAN IS TO SHOW THE PROPOSED TRAIL EASEMENT. THIS PLAN IS THE RESULT OF AN ON-THE-GROUND INSTRUMENT SURVEY WHICH OCCURRED MARCH 2023.
3. HORIZONTAL COORDINATES REFER TO MASSACHUSETTS STATE PLANE (NAD83) BASED ON RTK GPS OBSERVATIONS.
4. A PORTION OF THIS SITE LIES IN SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (ZONE AE 26.), OTHER FLOOD AREAS, AND ZONE X PER THE FIRM/FEMA COMMUNITY PANEL 250260 0304K HAVING AN EFFECTIVE DATE OF JULY 17, 2012 AND REVISION DATE OF JULY 16, 2015, AND COMMUNITY PANEL 250260 0308K HAVING AN EFFECTIVE DATE OF JULY 17, 2012 AND REVISION OF JULY 16, 2015.
5. THE FLOODPLAIN IS A PROTECTED WETLAND RESOURCE AREA IDENTIFIED AS BORDERING LAND SUBJECT TO FLOODING.
6. THE NORTHERN SECTION OF SUMMER STREET IS SHOWN BY GIS LINES ONLY. NO LAYOUT PLANS WERE FOUND NOR PROVIDED BY THE COUNTY COMMISSIONERS OFFICE, PLYMOUTH REGISTRY OF DEEDS, CITY OF BRIDGEWATER, OR CLIENT.
7. THE INFORMATION CONTAINED ON THE DISK OR ELECTRONIC DRAWING FILE ACCOMPANYING THIS PLAN MUST BE COMPARED TO THE SEALED AND SIGNED HARD COPY OF THE PLAN TO ENSURE THE ACCURACY OF ALL INFORMATION AND TO ENSURE NO CHANGES, ALTERATIONS, OR MODIFICATIONS HAVE BEEN MADE. RELIANCE SHALL NOT BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SEALED DOCUMENT ISSUED AT THE TIME OF THE SURVEY. DUE TO THE CRITICAL NATURE OF SURVEYING, DATA ACQUISITION, AND AUTOCAD PLAN DEVELOPMENT, IF CRITICAL DIMENSIONAL INFORMATION IS NEEDED AND IS NOT SPECIFICALLY SHOWN ON THE ELECTRONIC DRAWING FILE, PLEASE CONTACT NITSCH ENGINEERING.

LEGEND	
	CATCH BASIN
	CABLE TELEVISION MANHOLE
	DRAIN MANHOLE
	ELECTRIC MANHOLE
	MISCELLANEOUS MANHOLE
	SEWER MANHOLE
	TELEPHONE MANHOLE
	WATER MANHOLE
	GAS SHUT-OFF
	WATER SHUT-OFF
	GAS GATE
	WATER GATE
	IRRIGATION CONTROL VALVE
	CLEANOUT
	BOSTON WATER WORKS
	FIRE HYDRANT
	DOWN SPOUT
	UTILITY POLE
	UTILITY POLE WITH CONDUIT LINE TO GROUND
	LIGHT POLE
	LIGHT BOLLARD
	LANDSCAPE LIGHT
	HAND HOLE
	TRASH CAN
	FIRE ALARM CALL BOX
	DECIDUOUS TREE WITH TRUNK DIAMETER
	CONIFEROUS TREE WITH TRUNK DIAMETER
	HANDICAP PARKING
	SPOT ELEVATION
	CHAIN LINK FENCE
	BITUMINOUS CONCRETE BERM
	SLOPED GRANITE CURB
	VERTICAL GRANITE CURB
	VERTICAL CONCRETE CURB
	WHEELCHAIR RAMP
	LANDSCAPE TIMBER
	RIM ELEVATION EQUALS
	INVERT ELEVATION EQUALS
	TOP OF HOOD ELEVATION EQUALS
	BORING
	METAL POST
	CONCRETE POST
	PARKING METER
	SIGN POST
	TRAFFIC MAST ARM
	PEDESTRIAN SIGNAL
	MATCHLINE



Denis Seguin 04/09/24
DENIS R. SEGUIN, PLS DATE
MASSACHUSETTS REG. No. 37058
REGISTERED PROFESSIONAL LAND SURVEYOR



www.nitscheng.com
2 Center Plaza, Suite 430
Boston, MA 02108
T: (617) 338-0063
F: (617) 338-6472

- Civil Engineering
- Land Surveying
- Transportation Engineering
- Structural Engineering
- Green Infrastructure
- Planning
- GIS

PROJECT # 14636.3
FILE: 14636.3_TOPO1.dwg
SCALE: 1"=30'
DATE: DEC 2023
PROJECT MANAGER: DRS
FIELD BOOK: 831
DRAFTED BY: JTJ
CHECKED BY:

REV.	COMMENTS	DATE
B	ADD MATCHLINE	4/9/2024
A	NEW PARKING AREA "B" & EXTENSION OF TRAIL	12/28/2023
REV.	COMMENTS	DATE
	REVISIONS	

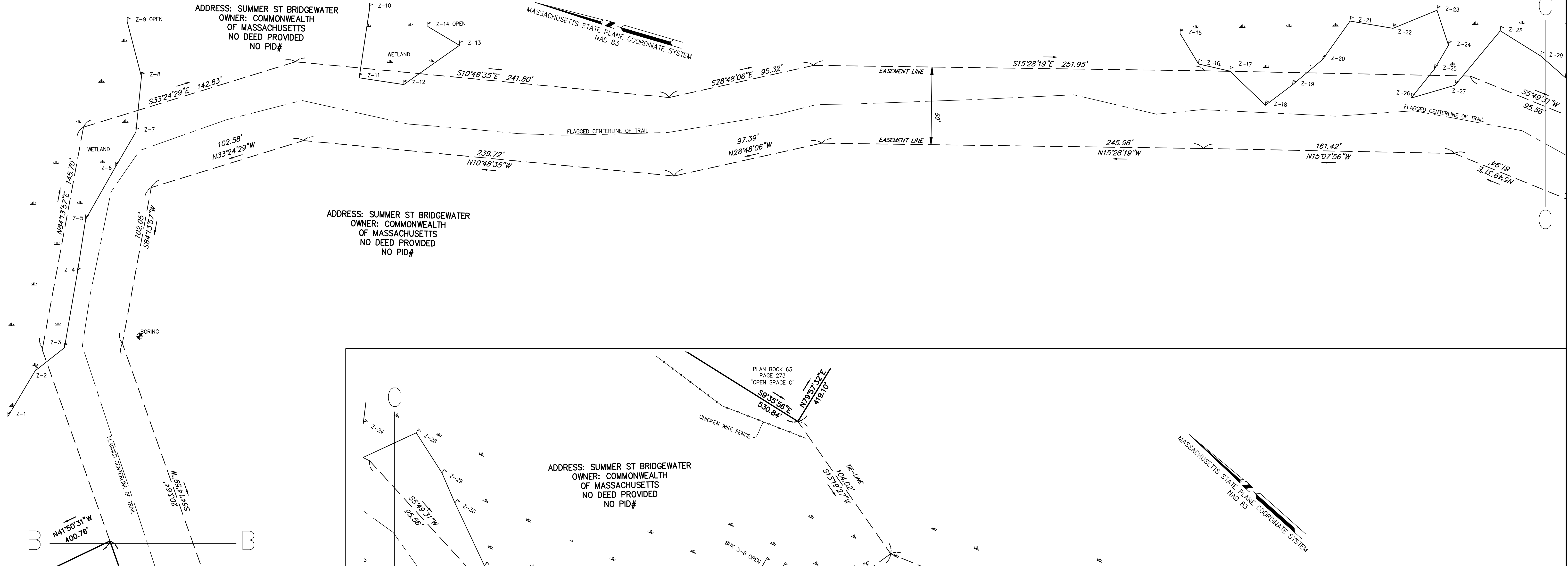
EASEMENT PLAN
BRIDGEWATER TRAIL
SUMMER STREET, BRIDGEWATER, MA 02324
PREPARED FOR:
DCAMM
1 ASHBURTON PLACE, 15TH FLOOR, BOSTON, MA 02108

SHEET:1

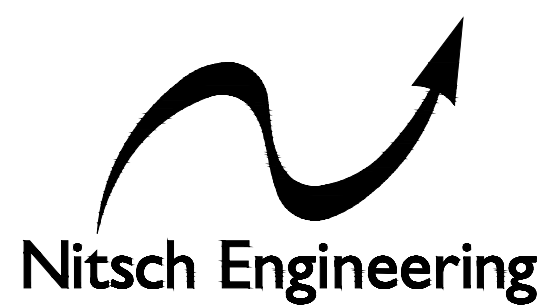
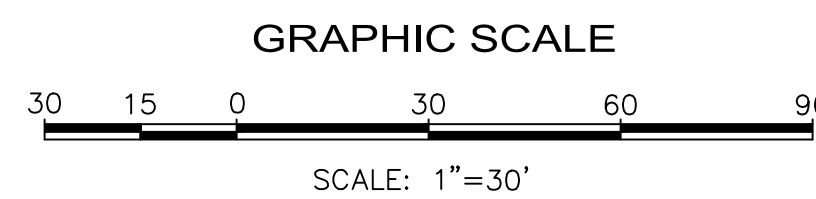
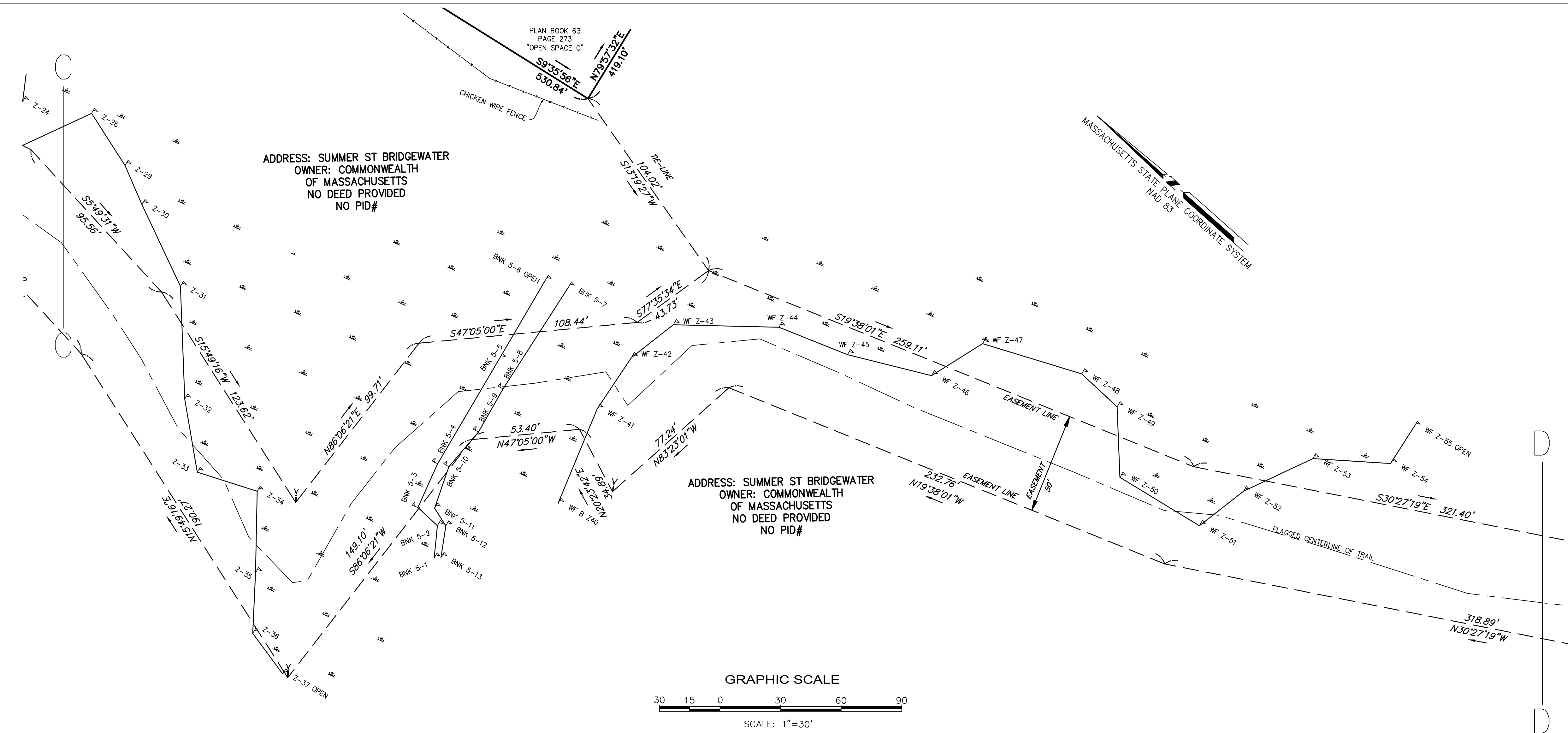
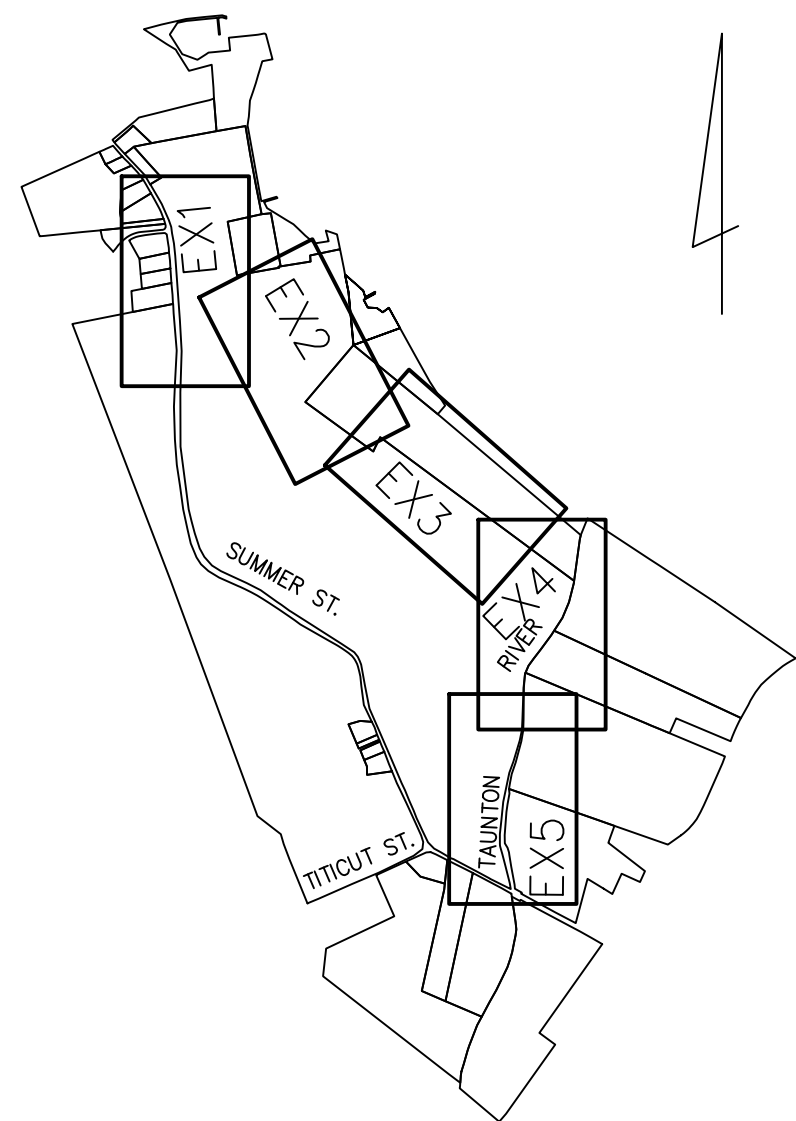
EX-1

OF 7

REV.



PLAN KEY N.T.S.



www.nitscheng.com
2 Center Plaza, Suite 430
Boston, MA 02108
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F: (617) 338-6472

- Civil Engineering
- Land Surveying
- Transportation Engineering
- Structural Engineering
- Green Infrastructure
- Planning
- GIS

PROJECT # 14636.3
FILE: 14636.3_TOPO1.dwg
SCALE: 1"=30'
DATE: DEC 2023
PROJECT MANAGER: DRS
FIELD BOOK: 831
DRAFTED BY: JTJ
CHECKED BY:

REV.	COMMENTS	DATE
A	NEW PARKING AREA "B" & EXTENSION OF TRAIL	12/28/2023

EASEMENT PLAN
BRIDGEWATER TRAIL
SUMMER STREET, BRIDGEWATER, MA 02324

PREPARED FOR:
DCAMM

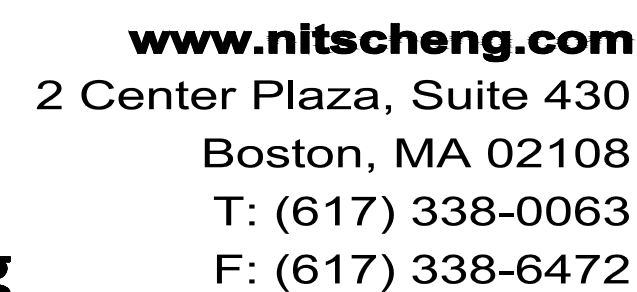
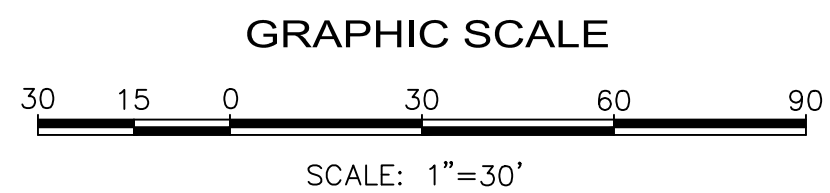
1 ASHBURTON PLACE, 15TH FLOOR, BOSTON, MA 02108

SHEET:2

EX-2

OF 7

REV.



- | | |
|------------------|-------------------|
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| FILE: | 14636.3_TOPO1.dwg |
| SCALE: | 1"=30' |
| DATE: | DEC 2023 |
| PROJECT MANAGER: | DR |
| FIELD BOOK: | 831 |
| DRAFTED BY: | JTJ |
| CHECKED BY: | |

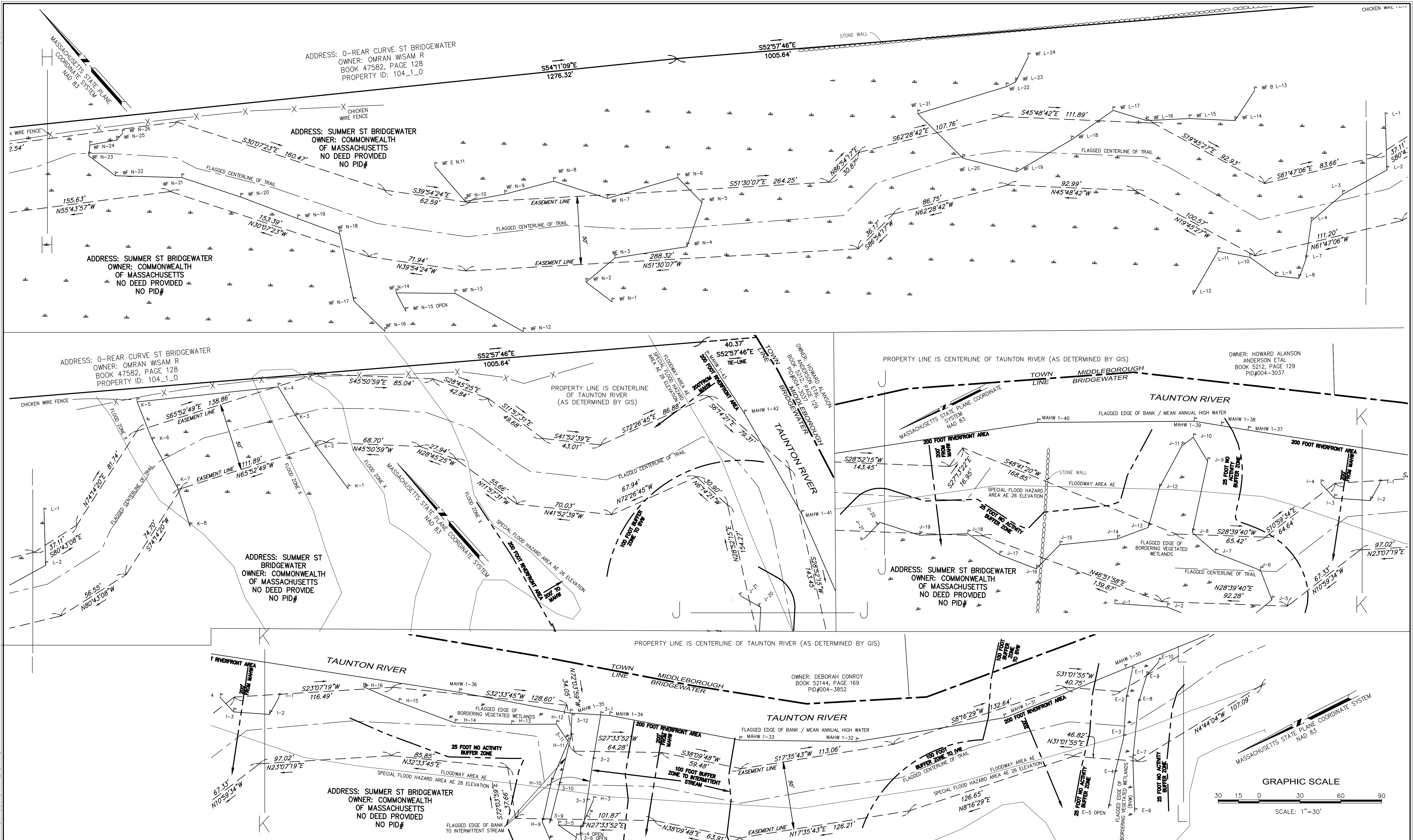
A	NEW PARKING AREA "B" & EXTENTION OF TRAIL	12/28/2020
REV.	COMMENTS	DATE
	REVISIONS	

PREPARED FOR:
DCAMM
1 ASHBURTON PLACE, 15TH FLOOR, BOSTON, MA 02108

OF 7 REV.

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 **Nitsch Engineering**
www.nitscheng.com
2 Center Plaza, Suite 430
Boston, MA 02108
T: (617) 338-0063
F: (617) 338-6472

- Civil Engineering
- Land Surveying
- Transportation Engineering
- Structural Engineering
- Green Infrastructure
- Planning
- GIS

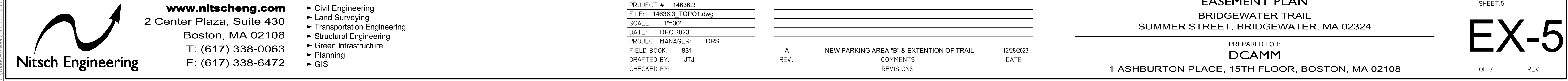
PROJECT #	14636.3	
FILE:	14636.3_TOPO1.dwg	
SCALE:	1"=30'	
DATE:	DEC 2023	
PROJECT MANAGER:	DRS	
FIELD BOOK:	831	
DRAFTED BY:	JTJ	
CHECKED BY:		

REV.	COMMENTS	DATE
A	NEW PARKING AREA "B" & EXTENSION OF TRAIL	12/28/2023
	REVISIONS	

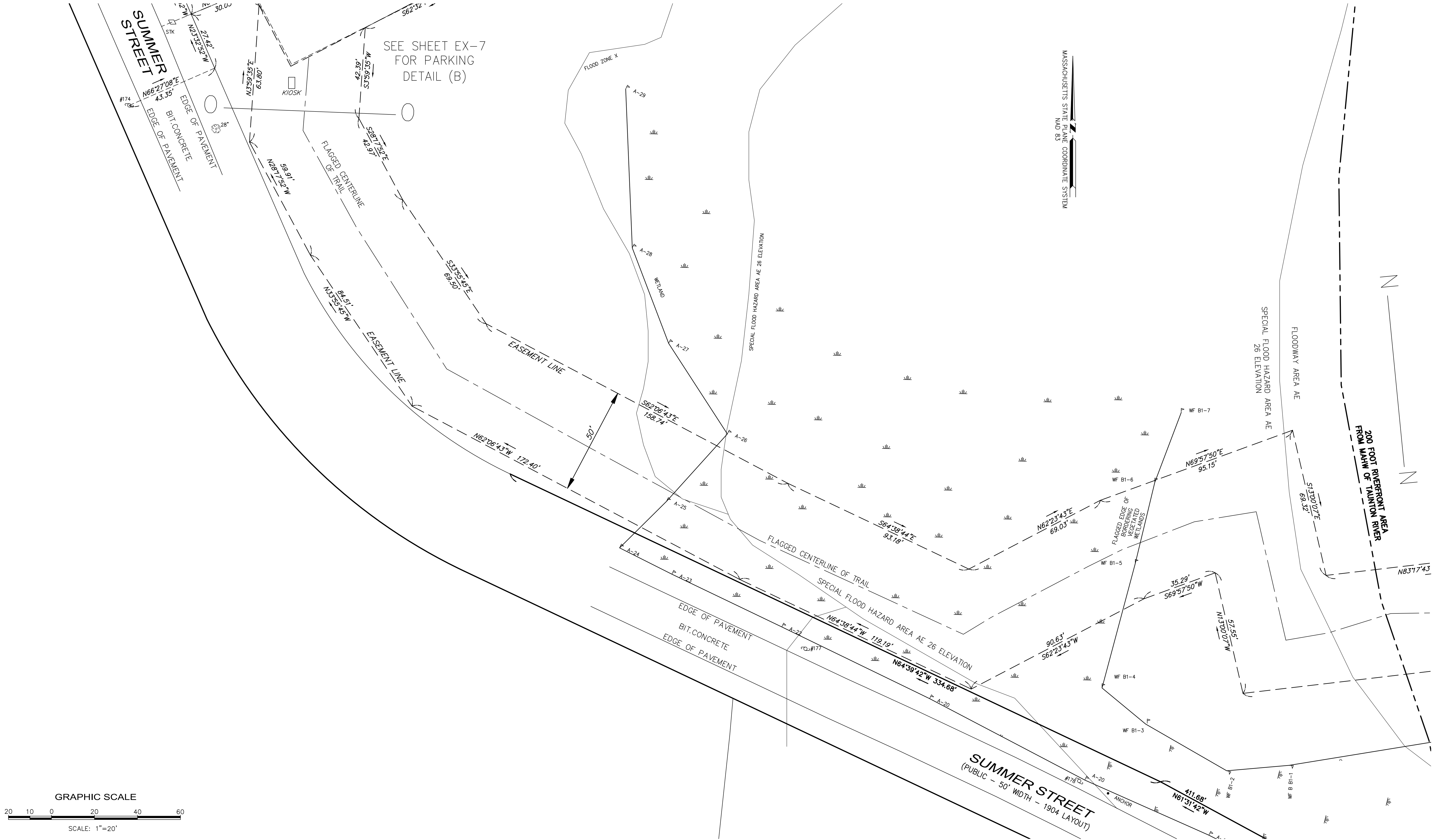
EASEMENT PLAN
BRIDGEWATER TRAIL
SUMMER STREET, BRIDGEWATER, MA 02324

PREPARED FOR:
DCAMM
1 ASHBURTON PLACE, 15TH FLOOR, BOSTON, MA 02108

SHEET:4
EX-4
OF 7
REV.

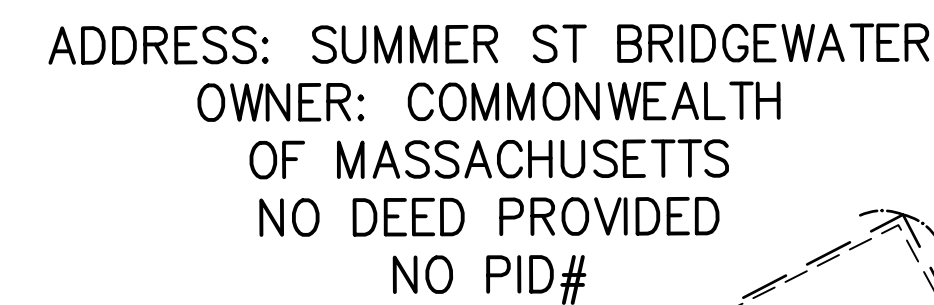


4/9/2024 8:14 AM
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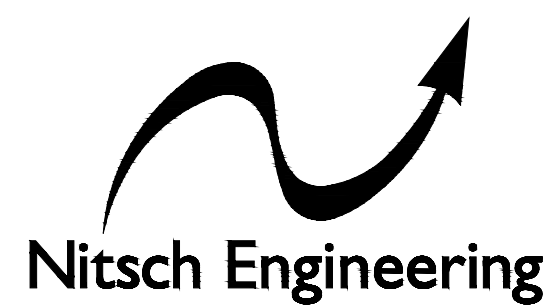




ADDRESS: SUMMER ST
BRIDGEWATER
OWNER: COMMONWEALTH
OF MASSACHUSETTS
NO DEED PROVIDED
NO PID#



PARKING DETAIL B
(SCALE 1"=20')



- ▶ Civil Engineering
- ▶ Land Surveying
- ▶ Transportation Engineering
- ▶ Structural Engineering
- ▶ Green Infrastructure
- ▶ Planning
- ▶ GIS

PROJECT #	14636.3
FILE:	14636.3_TOPO1.dwg
SCALE:	1"=20'
DATE:	DEC 2023
PROJECT MANAGER:	DRS
FIELD BOOK:	831
DRAFTED BY:	JTJ
CHECKED BY:	

A	NEW PARKING AREA "B" & EXTENTION OF TRAIL	12/28/2022
REV.	COMMENTS	DATE
	REVISIONS	

PREPARED FOR:
DCAMM

1 ASHBURTON PLACE, 15TH FLOOR, BOSTON, MA 02108

SHEET:7

EX-7

OF 7 REV



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 9/10/2024
First Reading: 9/10/2024
Second Reading: 9/17/2024
Amendments Adopted:
Third Reading:
Date Adopted: 9/17/2024
Date Effective: 10/17/2024

Order O-FY25-012: Contract - Acting Town Manager

The Town Council having appointed Blythe Robinson Acting Town Manager in accordance with Section 4-6 of the Bridgewater Home Rule Charter, hereby votes to enter into contract for consulting services for Blythe Robinson as Acting Town Manager.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">• Measure introduced 9/10/24• No committee referral was made• A suspension of the rules is required to consider this measure 14 days has not elapsed per section XVII (Readings) of the Council Rules and Procedures.	

Attachments: 1. Bridgewater Interim Town Manager Revised 090524 - Blythe Robinson

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, September 27, 2024, to approve the aforementioned Order.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

1. VOTE MUST BE TAKEN TO SUSPEND THE RULES TO CONSIDER THIS MEASURE.
2. ROLL CALL VOTE: PASSAGE REQUIRES MAJORITY VOTE OF THOSE PRESENT AND VOTING

Proposal for Town of Bridgewater: Professional Services (Town Administration)

September 5, 2024

Mr. Kevin Perry, President
Bridgewater Town Council
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

Re: Proposal – Professional Services (Town Administration)

Dear Mr. Perry:

Capital Strategic Solutions is pleased to present our proposal to provide Professional Consulting Services for the Town of Bridgewater. This letter and enclosed proposal describe our company, qualifications, approach, and the commitment that Bridgewater can expect from Capital Strategic Solutions, LLC (CSS) throughout this engagement. Based on our recent conversations with the Town, as well as our knowledge and extensive experience with public administration and municipal human resources, we understand your goal to procure the services of an experienced firm that will properly, and cost effectively deliver the services needed for the Town of Bridgewater.

I, Jennifer Thompson, am authorized to make commitments, including financial ones, on behalf of Capital Strategic Solutions, LLC for all aspects of this project. We appreciate the opportunity to offer our services. If you have any questions, please contact me at 508-958-7823 or email me at jennifer@capital-strategic-solutions.com.

Respectfully Submitted,

Jennifer Thompson

Jennifer Thompson
Chief Development Officer
Capital Strategic Solutions
43 Broad Street, Suite B309A
Hudson, MA 01749

COMPANY PROFILE AND QUALIFICATIONS

Capital Strategic Solutions (CSS) is a Massachusetts certified Women-Owned Business that specializes in public administration and human resources in the public sector, grant writing and administration, municipal finance, community engagement, project management, tactical social media outreach, and management consulting. At CSS, we offer professional consulting services through an authentic exchange with our clients and by building meaningful relationships. CSS provides support services to assist our clients in developing the tools that they need for success. Founded in 2014 and based out of Hudson, Massachusetts, CSS is made up primarily of employees that have spent decades working in local and state government.

As stated in our cover letter, Capital Strategic Solutions meets all capabilities and qualifications needed for this project and is fully versed and experienced in public administration and municipal human resources, specifically for this project expertise leading the Town through a major transition. CSS possesses the technical expertise, bandwidth, and ability to conduct all of the activities highlighted in this proposal. Staff assigned to this project reside locally in New England and CSS will be fully available to deploy in person and virtually for this project. As former senior executive municipal employees with decades of experience managing and administering this type of work in the past, the project staff is qualified and prepared to deliver comprehensive professional services the Town of Bridgewater.

CURRENT MUNICIPAL CLIENT LIST:

Town of Acushnet	City of Lynn
Town of Bernardston	Town of Townsend
Town of Southborough	Town of Franklin
Town of Pepperell	City of Gloucester
Town of Dunstable	Town of Stow
Town of Burrillville, RI	Town of Grafton
Town of Fairhaven	Town of Hudson
Town of Sherborn	Town of Sturbridge
Town of Conway	Town of North Attleborough
Town of Oakham	Town of North Brookfield
Town of Avon	Town of Hanson
Town of Plainville	Town of Dover
Town of Hanson	Town of Weymouth
Sudbury Water District	Town of Bridgewater
Town of Bernardston	Town of Conway
Town of Pepperell	City of Brockton
Town of Westborough	Town of Westminster, VT
Town of Ludlow	Town of Westborough
Town of Natick	Town of Barre

COMPANY REFERENCES:

Jamie Hellen | Town Manager
Town of Franklin

Tel. (508) 553-4887
Email: jhellen@franklinma.gov

Brian Noble | Town Administrator
Town of Plainville

Tel. (508) 695-3010
Email: bnoble@plainville.ma.us

Diane Moores | Assistant Town Administrator
Town of Sherborn

Tel. (508) 720-4308
Email: diane.moores@sherbornma.org

PROJECT DETAILS:

Capital Strategic Solutions will provide specialized consulting services to include professional support to the Town Council, specifically serving as the Interim Town Manager during the transition to full time permanent staff. CSS is prepared to offer the following services including, but not limited to:

- Serve as the Interim Town Manager for the Town of Bridgewater during the transition period to a new permanent Town Manager.
 - Oversee day-to day operations of all town departments providing leadership to senior leadership and staff.
 - Provide management and administrative updates to the Town Council.
 - Ensure the Town's compliance with all local, state and federal regulations.
 - Oversee management of the town's budgets and financial processes and reporting.
 - Monitor and report on strategic initiatives to Town Council.
 - Act as a liaison between town government and the community.
 - Address resident and local business concerns.
 - Oversee ongoing and upcoming projects ensuring projects are completed on time, within budget and as required by Town Council.
 - Assist the town with support relative to interpretation of collective bargaining agreements, responses to union or employee questions or inquiries, drafting of correspondence related to union contracts, counsel and advise on union grievances.
 - Guide and direct the Town through the transition to a new permanent Town Manager and assist during the transition as needed and directed by the Town.
 - Assist the Town with any Town Management and Administrative related activities during the course of this engagement, as needed.

KEY PROJECT PERSONNEL:

Blythe Robinson, Development Executive



With decades of experience in Municipal Government, Blythe has honed an extraordinary ability to understand what each community has, what they need, and what's out there. As Town Administrator for the Town of Norfolk Blythe served throughout the Covid-19 Pandemic and ensured uninterrupted delivery of essential services to the community while addressing complex needs. Her additional experience in Regionalization, Grant Management, Budgeting and Transparency, and Human Resources make her especially adept to serve across communities with very different needs and circumstances. She does all of this with an intense drive to increase intercommunity connectivity with creative problem solving. She keeps a finger to the pulse of the municipal world, remaining up to date on evolving opportunities that can be found in Grants, as she has a robust understanding of their integral role to local government. All these skills and experiences make her especially talented at capital improvement and financial planning, executive coaching, policy review, and human resources.

PRICING/SCHEDULE:

The Town of Bridgewater will only be billed for actual hours worked and shall be billed at an hourly rate of One Hundred Eighty Dollars (\$180.00) per hour for work performed on this project. It is anticipated that the Project Manager (Interim Town Manager) will work a Hybrid (both in person and remote) as agreed upon with the Town, which will include working in person three (3) times per week, and a total average of 30-35 hours per week, excluding any scheduled time off or holidays. CSS will also be compensated for half of the time traveled to and from Bridgewater for in-person work at the designated hourly rate. In lieu of compensation for half versus full travel to and from Bridgewater, the Town will provide the Interim Town Manager with use of a town vehicle as part of this engagement. The length of this engagement shall be ninety (90) days, with the option for the Town to renew for an additional ninety (90) days at their discretion. Work will commence upon the signed acceptance of the proposed services as described above.

Authorized by: *Jennifer Thompson*
Jennifer Thompson
Chief Development Officer
Capital Strategic Solutions, LLC.
September 5, 2024

Authorized by _____



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 9/10/2024
First Reading: 9/10/2024
Second Reading: 10/15/2024
Amendments Adopted:
Third Reading:
Date Adopted: 10/15/2024
Date Effective: 11/15/2024

Order O-FY25-013: Transfer Order - Salary to Expense

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate \$221,367 below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Town Manager Salary	01235001-510000	Full Time Wages	\$150,000.00
Animal Control Salary	02925001-510000	Full Time Wages	\$ 71,367.00
Total:			\$ 221,367.00

<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
TM Professional Services	01235013-530000	Professional Services	\$150,000.00
ACO Professional Services	02925013-530000	Professional Services	\$ 71,367.00
Total			\$221,367.00

Explanation:

Transfer available funds budgeted for salaries in FY2025 to instead be used for Professional Services Contracts.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
-------------	----------------

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Budget & Finance	<ul style="list-style-type: none">• 9/17/24: Voted 3-0 to recommend
<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 10/15/24: Voted 5-0 to recommend

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, October 15, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk
:



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 9/10/2024
First Reading: 9/10/2024
Second Reading: 10/15/2024
Amendments Adopted:
Third Reading:
Date Adopted: 10/15/2024
Date Effective: 11/15/2024

Order O-FY25-014: Contractual Payments

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate \$164,641 below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
EMPLOYEE LIABILITY FUND	80045-596100	TRANSFER TO GF	\$ 164,641.00
Total:			\$ 164,641.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Salaries Police	02105001-519005	Contractual Payout	\$ 81,767.00
Salaries Fire	02205001-519005	Contractual Payout	\$ 49,897.00
Salaries General Government	01555001-519005	Contractual Payout	\$ 32,977.00
Total			\$ 164,641.00

Explanation:

Contractual Payments of Collective Bargaining and Contractual Agreements

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">9/17/24: Voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

- | | |
|---|---|
| <ul style="list-style-type: none">• Finance Committee | <ul style="list-style-type: none">• 10/15/24: Voted 5-0 to recommend. |
|---|---|

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, October 15, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 9/10/2024
First Reading: 9/10/2024
Second Reading: 10/15/2024
Amendments Adopted:
Third Reading:
Date Adopted: 10/15/2024
Date Effective: 11/15/2024

Order O-FY25-015: Transfer Order - Public Education Government (PEG) for Town Council Chambers

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate \$20,000 below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Public Education Government PEG	25085-596100	Transfer to Capital Fund	\$ 20,000.00
Fund			
Total:			\$ 20,000.00

<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
PEG Audio Visual Upgrades	10155025-580000	Council Chamber Upgrades	\$ 20,000.00
Total			\$ 20,000.00

Explanation:

Transfer Appropriation for Audio/Visual Upgrades to the Town Council Chambers. With guidance from BTV, the IT department will be upgrading Audio/Visual equipment that is almost 10 years old. The back control room will replace equipment no longer supported, and modernize current streaming and recording of meetings.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none"> • Budget & Finance 	<ul style="list-style-type: none"> • 9/17/24: Voted 3-0 to recommend.
<ul style="list-style-type: none"> • Finance Committee 	<ul style="list-style-type: none"> • 10/15/24: Voted 5-0 to recommend

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, October 15, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 9/10/2024
First Reading: 9/10/2024
Second Reading: 10/15/2024
Amendments Adopted:
Third Reading:
Date Adopted: 10/15/2024
Date Effective: 11/15/2024

Order O-FY25-016: Acceptance of Gift - Bridgewater State University

ORDERED, that the Town Council Assembled Vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...” and

WHEREAS: The Town of Bridgewater has received a gift from Bridgewater State University for \$55,000. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the gift of \$55,000 from BSU and to expend the gift in accordance with stated purpose thereof.

Explanation:

BSU Annual Donation to Public Safety equally divided to Police, Fire, and Highway for ongoing Community Partnership

Committee Referrals and Dispositions:

• Budget & Finance	• 9/17/24: Voted 3-0 to recommend.
• Finance Committee	• 10/15/24 - voted 5-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, October 15, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 9/17/2024
First Reading: 9/17/2024
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted: 9/17/2024
Date Effective: 10/17/2024

Order O-FY25-017: Acceptance of Tangible Property - Bridgewater State University Foundation

WHEREAS: Massachusetts General Laws, Chapter 44, §53A ½, states as follows: “A city council, with the mayor's approval if the charter so provides, or a board of selectmen, or prudential committee or town council may, in its sole discretion and authority, accept gifts of tangible personal property on behalf of the city, town or district from the federal government, a charitable foundation, private corporation, individual, or from the commonwealth or any political subdivision thereof, and may, in its sole discretion and authority, use said gifts, without specific appropriation thereof, for the purpose of such a gift or, if no restrictions are attached to the gift, for such other purposes as it deems advisable;” and

WHEREAS: The Town of Bridgewater shall receive a gift of tangible property (i.e. paint, paint brushes, plants, etc..) from Bridgewater State University Foundation.

Now, therefore, in accordance with Chapter 44, §53A ½ of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the gift of tangible property from Bridgewater State University Foundation.

Explanation:

The Bridgewater State University Foundation would like to do a cleanup, some painting and planting at the Mobil Station on Summer Street prior to their October Homecoming weekend. They will be donating the labor and materials.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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<ul style="list-style-type: none">•	<ul style="list-style-type: none">•
<ul style="list-style-type: none">•	<ul style="list-style-type: none">•
<ul style="list-style-type: none">•	<ul style="list-style-type: none">•

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, September 17, 2024, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 10/15/2024
First Reading: 10/15/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-018: Acceptance of Grant Funds - Police Municipal Road Safety Grant

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a Grant of \$40,000 from the State Office of Grants & Research for \$40,000. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the Grant of \$40,000 from Municipal Road Safety Grant (MRSG) and to expend the grant in accordance with stated purpose thereof.

Explanation:

The programs utilize federal funding awarded by the National Highway Traffic Safety Administration (NHTSA). The funds are managed and administered in Massachusetts by the Office of Grants and Research (OGR). This Grant will support the Bridgewater Police to address road safety concerns.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 11/18/24: voted 5-0 to recommend
---	--

Attachments: 1. OGR FFY25 Traffic Safety Awards Press Release

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



For Immediate Release

September 25, 2024



Healey-Driscoll Administration Awards Over \$12.4 Million to Improve Road Safety

Grant funding will support nonprofits, municipal police and state agencies

BRAINTREE – The Healey-Driscoll Administration has awarded more than \$12.4 million in federal traffic safety funding to promote safer roads in communities across Massachusetts.

A total of **\$12,419,715.75** in grant funds were awarded through three grant programs – the **Municipal Road Safety Grant Program**, **State Agency Traffic Safety Grant Program** and **Underserved Communities Traffic Safety Grant Program**, which was introduced for the first time this year. The programs utilize federal funding awarded by the National Highway Traffic Safety Administration (NHTSA). The funds are managed and administered in Massachusetts by the Office of Grants and Research (OGR).

“Everyone deserves to be safe on Massachusetts streets, whether traveling by car, foot, public transportation or bike. As individual communities work to address their unique traffic safety concerns, these programs provide resources and supports that will ensure they have the tools they need to protect road users,” said **Governor Maura Healey**.

“These programs, taken together, represent a holistic approach to addressing road safety concerns. No one agency or approach can resolve these issues, but the combination of prevention, enforcement, education and outreach initiatives funded through these grants will ensure safer roads for all in Massachusetts,” said **Lieutenant Governor Kim Driscoll**.

The newly created Underserved Communities Traffic Safety Grant Program will deliver \$282,378.92 to support outreach and educational programs directed toward low-income communities and specifically [Environmental Justice Populations](#). This marks the first time that OGR has offered a traffic safety grant program strictly for nonprofit organizations. Funded nonprofits will provide programs focused on improving pedestrian safety, programming for teen drivers, impaired driving prevention, distracted driving awareness and other areas of need.

Funds awarded to municipal police departments through the Municipal Road Safety Grant Program will allow the departments to afford initiatives that include conducting traffic safety enforcement, bicyclist and pedestrian safety enforcement, non-enforcement activities such as trainings or community events, and purchasing traffic safety equipment or safety items to distribute in the community such as bike helmets. This year, OGR awarded \$5,637,336.83 to 191 departments – a record number of recipients for the program.

In addition, six state agencies will receive grants totaling \$6.5 million through the State Agency Traffic Safety Grant Program. Funding will support projects including training, educational and outreach programs, enforcement and crash prevention efforts.

“The initiatives funded through these grant programs will ensure that drivers in communities across the state are better informed and safer behind the wheel. These grants promote strong partnerships between nonprofits, community members and public safety officials. Those relationships are key to our public safety strategy,” said **Public Safety and Security Secretary Terrence Reidy**.

“These grants fund critical initiatives that will help us toward our goal of reducing traffic crashes, serious injuries and fatalities in Massachusetts. We’re proud to work with local, state, federal and nonprofit partners as well as community stakeholders to improve traffic safety for all road users,” said **OGR Executive Director Kevin Stanton**.

“MassDOT is pleased to work collaboratively with municipal leaders, non-profits, and other partners to further improve road safety,” said **Transportation Secretary and CEO Monica Tibbits-Nutt**. “Reducing traffic deaths and injuries requires a whole-of-government approach and MassDOT will continue to engage stakeholders in support of public education, the development of safety action plans, and the installation of infrastructure to make travel safer for everyone in our cities and towns.”

“The federal funding will support steps to reduce injuries and deaths on our roadways,” said **Registrar of Motor Vehicles Colleen Ogilvie**. “All of us in the transportation field and the public sector are grateful for additional resources that help to prevent impaired driving and raise awareness about the danger of distracted driving so that we can have safer roads for our residents and everyone passing through Massachusetts.”

“Education, training, and partnerships are all important elements to helping improve the safety of everyone on our roads,” said **Highway Administrator Jonathan Gulliver**. “We are grateful that these grant programs are awarding millions of dollars across the state as the funding will help expand safety initiatives and give municipal leaders and partners additional resources to work with.”

FFY25 Underserved Communities Traffic Safety Grant Program Award Recipients:

Award Recipient	Award Amount
WalkMassachusetts	\$59,936

Award Recipient	Award Amount
In Control Family Foundation	\$75,000
Mothers Against Drunk Driving (MADD)	\$74,999.46
Positive Action Against Chemical Addiction, Inc. (PAACA)	\$72,533.46
Total	\$282,468.92

FFY25 State Agency Traffic Safety Grant Program Award Recipients:

Award Recipient	Award Amount
Alcoholic Beverages Control Commission	\$325,000
Hampden County Sheriff's Office	\$17,140.79
Massachusetts District Attorney's Association	\$203,035.89
Massachusetts State Police	\$5,012,940.74
Municipal Police Training Committee	\$926,670.08
Office of the Trial Court	\$15,212.50
Total	\$6,500,000

FFY25 Municipal Road Safety Grant Program Award Recipients:

Award Recipient	Award Amount
Abington	\$29,984.22
Acton	\$39,995.40
Agawam	\$37,109
Amesbury	\$29,640
Amherst	\$33,800
Andover	\$25,770
Arlington	\$42,901.08
Ashburnham	\$19,982
Athol	\$19,680
Attleboro	\$56,360.62
Auburn	\$12,234.62
Ayer	\$4,224
Barnstable	\$60,000
Barre	\$19,819.80
Becket	\$18,521
Belchertown	\$29,960.89
Bellingham	\$29,640
Berkley	\$9,811.15
Beverly	\$59,063

Award Recipient	Award Amount
Billerica	\$59,580.38
Boston	\$56,890.04
Bourne	\$39,688.13
Boxborough	\$19,238.88
Boylston	\$19,759.44
Braintree	\$39,047.84
Bridgewater	\$40,000
Brockton	\$60,000
Brookline	\$31,080
Burlington	\$38,929.61
Cambridge	\$59,982
Canton	\$27,529.72
Carlisle	\$17,982.74
Carver	\$20,000
Charlton	\$30,000
Chelmsford	\$26,651.40
Chelsea	\$55,000.56
Cheshire	\$19,180
Chicopee	\$59,790

Award Recipient	Award Amount
Cohasset	\$20,000
Conway	\$11,752.50
Dalton	\$17,395.92
Danvers	\$35,786.66
Dartmouth	\$39,981.15
Dedham	\$25,337
Dighton	\$20,000
Dover	\$18,440.78
Dudley	\$19,780.32
East Bridgewater	\$29,998.80
East Brookfield	\$20,000
Eastham	\$9,119.52
Everett	\$56,000
Fairhaven	\$29,119.26
Fall River	\$60,000
Falmouth	\$40,000
Fitchburg	\$28,732
Foxborough	\$22,489.72
Framingham	\$58,673
Gardner	\$29,483
Georgetown	\$17,300
Gill	\$17,358.31
Gloucester	\$26,064
Granby	\$19,985
Greenfield	\$29,799.68
Groton	\$19,730.29
Groveland	\$13,556.79
Hamilton	\$11,488
Hanover	\$28,133
Hardwick	\$14,200
Harvard	\$19,046
Harwich	\$29,785
Haverhill	\$59,967.21
Hingham	\$32,674.66
Holden	\$28,269.52
Holliston	\$27,178.58
Holyoke	\$39,600
Hopedale	\$19,999.03
Hubbardston	\$19,999.96
Hudson	\$36,689.32
Ipswich	\$30,000
Lancaster	\$19,940.70
Lawrence	\$52,373
Leicester	\$17,627.86

Award Recipient	Award Amount
Leverett	\$12,102
Lincoln	\$19,997.99
Littleton	\$19,863.50
Longmeadow	\$16,563.50
Lowell	\$60,000
Ludlow	\$30,223.49
Lynn	\$59,959
Malden	\$52,223
Mansfield	\$15,384.85
Marblehead	\$34,851
Marlborough	\$60,000
Mattapoisett	\$20,000
Medford	\$60,000
Medway	\$18,088.40
Melrose	\$14,662
Merrimac	\$19,986.84
Methuen	\$39,110.86
Milford	\$38,214.25
Millis	\$19,825.50
Milton	\$39,219.84
Montgomery	\$19,957.60
Nahant	\$19,993.50
Natick	\$35,460.05
New Bedford	\$58,565
New Marlborough	\$13,862
Newton	\$53,015.90
Norfolk	\$19,430.48
North Brookfield	\$16,402
Northampton	\$34,583.26
Northborough	\$21,334
Northbridge	\$22,790.88
Norton	\$29,948
Norwood	\$23,670
Oakham	\$12,388
Oxford	\$22,556.19
Palmer	\$30,000
Paxton	\$19,829.20
Pembroke	\$27,602
Petersham	\$14,400
Pittsfield	\$59,977.50
Plainville	\$19,997.92
Plympton	\$17,620.75
Princeton	\$17,054
Quincy	\$50,100

Award Recipient	Award Amount
Randolph	\$34,831
Raynham	\$24,867
Reading	\$10,032
Rehoboth	\$25,050
Revere	\$59,912.01
Russell	\$19,992.30
Rutland	\$19,791.66
Salem	\$35,174.80
Salisbury	\$19,976
Sandwich	\$39,683.88
Scituate	\$29,946.29
Seekonk	\$20,180.30
Sharon	\$29,900
Sherborn	\$11,680.96
Shrewsbury	\$40,000
Somerset	\$28,643.25
Somerville	\$60,000
South Hadley	\$23,950
Southampton	\$18,744.22
Southborough	\$16,687.08
Southbridge	\$29,400
Springfield	\$59,999.94
Sterling	\$16,323.36
Stoneham	\$36,087.42
Stoughton	\$27,759.60
Stow	\$19,500
Sturbridge	\$19,907.62
Sudbury	\$29,269.90
Sunderland	\$9,617.72
Sutton	\$12,522.08
Swampscott	\$27,040
Swansea	\$23,810.30
Taunton	\$45,853.08
Tewksbury	\$39,447.73
Topsfield	\$19,854.04

Award Recipient	Award Amount
Townsend	\$18,412
Truro	\$19,995.25
Tyngsborough	\$24,803.04
Upton	\$19,731.60
Uxbridge	\$25,200
Wakefield	\$39,536.77
Walpole	\$39,999.84
Waltham	\$59,990
Warren	\$13,530.24
Warwick	\$9,199
Washington	\$15,562.42
Watertown	\$28,600
Wayland	\$10,560
Webster	\$30,000
Wellesley	\$5,847.96
West Brookfield	\$11,347
West Springfield	\$39,746
West Tisbury	\$20,000
Westborough	\$21,238.86
Westfield	\$59,972.80
Westford	\$18,656
Westminster	\$13,705.54
Westport	\$18,148.06
Westwood	\$24,045.02
Weymouth	\$60,000
Wilbraham	\$28,318.99
Wilmington	\$28,580
Winthrop	\$19,258.80
Worcester	\$59,863.79
Yarmouth	\$35,555
Totals	\$5,637,336.83

Media Contact: Renee Algarin, renee.p.algarin@mass.gov

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Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 10/15/2024
First Reading: 10/15/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-019: Acceptance of Gift - Town River Landing Pavilion

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a gift from Marilyn's Landing (Macdonald Industries) for \$20,000. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the gift and to expend the gift in accordance with stated purpose thereof.

Explanation:

MacDonald Industries, aka Marilyn's Landing, has generously donated funds to assist with the construction of a Town Pavilion, on the Town River Landing site. This exciting community project known as the Town River Landing Park Revitalization project, will utilize the student skill building assistance with the Town's partnering with Bristol Plymouth Regional Technical School, and outstanding volunteers from Fire for Effect Foundation, a non-profit organization helping veterans and first responders.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 11/18/24: Voted 5-0 to recommend
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Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 10/15/2024
First Reading: 10/15/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-020: Acceptance of Grant - Parkland Acquisitions and Renovations for Communities (PARC)

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received notice of a grant award of \$500,000 from the Executive Office of Energy & Environmental Affairs for the Summer St Park Project. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the grant in accordance with stated purpose thereof.

Explanation:

The town applied for PARC funding in early July to fund the completion of design and renovation of the Summer Street property into a park.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 11/18/24: Voted 5-0 to recommend
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Attachments: 1. bridgewater #2 FY25 PARC grant award letter

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT GOVERNOR

Rebecca L. Tepper
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1081
<http://www.mass.gov/eea>

September 23, 2024

Michael Dutton
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

Re: Summer Street Park, PARC #2

Dear Mr. Dutton:

I am pleased to officially confirm that the Summer Street Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$500,000 in state Parkland Acquisitions and Renovations for Communities (PARC) grant assistance.

Project deadline is June 1, 2026

Be advised that the sum of \$33,000 for design costs has been set-aside for encumbrance and expenditure in FY25. Please note that this figure is solely for expenditure in FY25. The remaining \$467,000 for construction will be executed for encumbrance of funds in FY26, which begins July 1, 2025. All construction work must be completed and closed out by June 1, 2026. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 66%. We can only reimburse your community for 66% of what you spend as demonstrated through canceled municipal checks during the contract period, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2026 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at melissa.cryan@mass.gov or (857) 274-7173.

Next Steps

1. Take a **City Council or Town Meeting vote** if you have not done so already. I must have an electronic copy of the certified vote in hand no later than December 31, 2024. If you have not yet had me review the vote language, please do so immediately.
2. Execute the **PARC Project Agreements**. The PARC Project Agreement will be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the

agreement carefully to be sure that the project has been correctly described and contact me immediately if any changes or updates need to be made. If the document is correct, please have **two copies signed** and mail them to me for signature by Rebecca Tepper, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than August 1, 2025.

3. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, are signed and returned to me. The Contractor Authorized Signatory Listing Form should be signed by whoever signed the contract.
4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2025, and are expected to begin construction on that date. If you cannot, you must explain why. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A **quarterly report form** is also enclosed, which is due the first business day of December, March, June, and September while the project is active.

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2025.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by August 1, 2025.
3. The construction must be started on July 1, 2025 and closed out by June 1, 2026. If you do not begin construction on July 1, 2025, you must explain why and submit a schedule demonstrating how your project will meet the June 1, 2026 deadline.
4. Completion of outstanding Conservation Restrictions on parcels acquired with the use of Community Preservation Act funds. Applicants that have purchased real property interests for open space or recreational purposes using CPA funds must have all CRs required by Section 12 of Chapter 44B approved by the Secretary of EEA and recorded prior to receipt of project reimbursement from EEA. Please submit to DCS documentation showing the conveyance of approved CRs to an appropriate entity. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.

Legally Protected Recreation Land – Bridgewater’s Commitment

Please remember that according to Article 97 of the Amendments to the Massachusetts Constitution, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

Project Sponsor’s Workshop

Please carefully review all the enclosed information, and plan to attend the Project Sponsor’s Workshop. This is a short (around an hour), but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. It will be held on Thursday, October 3, 2024 at 9:30 am. Upon RSVPing to me at melissa.cryan@mass.gov, the login information will be provided.

Congratulations on your successful application to the PARC Grant Program!

Sincerely,

Melissa Cryan
Grant Programs Supervisor

enc.



Bridgewater Town Council

Introduced By:	Paul Murphy Kevin Perry, Councilor
Date Introduced:	11/12/2024
First Reading:	11/12/2024
Second Reading:	11/26/2024
Amendments Adopted:	
Third Reading:	
Date Adopted:	11/26/2024
Date Effective:	12/26/2024

Order O-FY25-021: Renaming of the Bridgewater Middle School

WHEREAS, the 2024-2025 school year marks the 65th anniversary of the Bridgewater-Raynham Regional School District and the 30th anniversary of the district fully regionalizing preK-12; and

WHEREAS, in honor of this and to recognize a tremendous educator who was a driving force in creating B-R as we see it today, the Town Council at the request of the School Committee, would like to rename the current Bridgewater Middle School to the “Edward O’Donoghue Middle School”; and

WHEREAS, Mr. O’Donoghue worked tirelessly at B-R as a teacher, attendance supervisor, assistant headmaster and superintendent, where he was instrumental in the influx of new technology to the school district, keeping B-R on the leading edge of a new wave of education; and

WHEREAS, the Class of 1985 honored Mr. O’Donoghue by dedicating their yearbook to him because of his ability to encourage them and make the best of their high school years; and

WHEREAS, in 2001, the B-R School Committee dedicated the Bridgewater Middle School to Mr. O’Donoghue for always putting the educational needs of the children his highest priority; and

WHEREAS, Mr. O’Donoghue served a long and honorable career, bringing together a school district and countless individuals and left his mark on the Towns of Bridgewater and Raynham.

NOW THEREFORE, because of Mr. O’Donoghue’s lifetime commitment to educational excellence and the community, the Town Council votes to rename the Bridgewater Middle School to the “Edward O’Donoghue Middle School”.

Committee Referrals and Dispositions:

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Referral(s)
<ul style="list-style-type: none">• This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-022: Reappointment - Acting Town Manager Blythe Robinson

Whereas, in accordance with Section 4-6 of the Bridgewater Home Rule Charter, on September 17, 2024 the Town Council voted to appoint Blythe Robinson as Acting Town Manager for a period of 90 days; and

Whereas, those 90 days were for the period of September 5, 2024 to December 3, 2024; and

Whereas, Ms. Robinson has demonstrated her ability to understand and address the needs of the Town and the Town Council; and

Whereas, Ms. Robinson is committed in continuing her role as Acting Town Manager.

Ordered, in accordance with Section 4-6 of the Bridgewater Home Rule Charter, that the Town Council, assembled, vote to re-appoint Blythe Robinson as Acting Town Manager for a period of 90 days effective Decemeber 4, 2024 and ending March 4, 2025.

Committee Referrals and Dispositions:

Referral(s)
<ul style="list-style-type: none">This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading: 12/3/2024
Date Adopted: 12/3/2024
Date Effective: 1/3/2025

Order O-FY25-023: FY2025 Classification Tax Allocation - Adoption of Residential Factor

ORDERED that, pursuant to G.L. c. 40, § 56, the Town Council of the Town of Bridgewater, Massachusetts in Town Council assembled vote to adopt a residential factor of 1 for fiscal year 2025.

Explanation:

The town council shall annually first determine the percentages of the local tax levy to be borne by each class of real property, as defined in section two A of chapter fifty-nine and personal property for the next fiscal year. In determining such percentages, the town council, shall first adopt a residential factor. Said factor shall be an amount not less than the minimum residential factor determined by the commissioner of revenue in accordance with the provisions of section one A of chapter fifty-eight and shall be used by the board of assessors to determine the percentages of the local tax levy to be borne by each class of real and personal property

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: Voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">11/18/24: Voted 5-0 to recommend

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, December 3, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-025: Acceptance of Donation - Oliari Charitable Foundation

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a Donation award from Oliari Charitable Foundation for \$7,500 for the Bridgewater Public Library to fund the library's Sy Montgomery Author Event.

NOW THEREFORE, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the grant in accordance with stated purpose thereof.

Explanation:

The Oliari Charitable Foundation., has graciously donated \$7,500 for the Bridgewater Public Library to fund the library's Sy Montgomery Author Event set to take place on January 25, 2025 at the Moakley Auditorium at Bridgewater State University.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: Voted 3-0 to recommend

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 11/18/24: Voted 5-0 to recommend
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Attachments: 1. Oliari Charitable Foundation

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



CNT
Precious Metals

30 October 2024

Blythe Robinson
Acting Town Manager
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

Dear Ms. Robinson:

This letter is to attest that The Oliari Charitable Foundation is making a donation in the amount of \$7,500.00 to the Bridgewater Public Library to fund the library's Sy Montgomery Author Event. This event is set to take place on January 25, 2025, at the Moakley Auditorium at Bridgewater State University. These funds are for this expressed purpose only.

Thank you in advance for your cooperation in this matter. Should you have any questions, please do not hesitate to reach out.

Warm Regards,

Danielle M Oliari
Board Chairperson
Oliari Charitable Foundation
Danielle.oliari@cntdep.com



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-026: General Fund Free Cash Allocation

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate \$3,517,736 below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
GF UNDESIGNATED	09905990-596000	TRANSFER OUT	<u>\$3,517,736.00</u>
Total:			\$3,517,736.00

<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
GF STABILIZATION TRUST FUND	80054-497000	TRANSFER FROM GF	\$ 500,000.00
CAPITAL STABILIZATION TRUST FUND	80104-497000	TRANSFER FROM GF	\$2,349,787.00
OPEB STABILIZATION TRUST FUND	80114-497000	TRANSFER FROM GF	\$ 100,000.00
EMPLOYEE LIABILITY FUND	80044-497000	TRANSFER FROM GF	\$ 200,000.00
ONE TIME/UNFORESEEN FUND	80134-497000	TRANSFER FROM GF	<u>\$ 367,949.00</u>
Total			\$3,517,736.00

Explanation:

Recommended allocation of the General Fund Undesignated Fund Balance (Certified Free Cash) to the established Funds as noted above.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Budget & Finance	<ul style="list-style-type: none">• 11/26/24: Voted 3-0 to recommend
<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 11/18/24: Voted 5-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-027: Transfer Order - Legal Employment and Collective Bargaining Agreement

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer \$75,000 below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Other One Time Unforeseen Fund	80135-596100	Transfer to General Fund	\$75,000.00
Total:			\$75,000.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Employment Legal Consulting	01515030-530200	Legal Fees	\$75,000.00
Total			\$75,000.00

Explanation:

Transfer funds for Collective Bargaining Negotiations for CBA (Collective Bargaining Agreements). and Employment Legal Expenses.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: Voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">11/18/24: Voted 5-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-028: Sewer Enterprise Fund Transfer

ORDERED, that the Town Council assembled vote to

pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule of Use of Funds:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Sewer Retained Earnings	6100-596110	Sewer Retained Earnings	\$704,600.00
Total:			\$704,600.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Sewer Phase 2 WWTF Upgrade	TBA	Phase 2 OPM Services	\$704,600.00
Total			\$704,600.00

Explanation:

This transfer will appropriate Funds for engagement of Environmental Partners to proceed with the planning and development of Phase 2 Phosphorus Removal Upgrade.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: Voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

- | | |
|---|--|
| <ul style="list-style-type: none">• Finance Committee | <ul style="list-style-type: none">• 11/18/24: Voted 5-0 to recommend |
|---|--|

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-029: Transfer Station Retained Earnings

ORDERED, that the Town Council assembled vote to

pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule of Use of Funds:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
TS Retained Earnings	6400-359000	Transfer Station Retained Earn	<u>\$51,800.00</u>
Total:			\$51,800.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
TS Salary	64005001	Salaries & Wages	\$26,800.00
TS Repairs & Maintenance	64005012	Expenses	\$25,000.00
Total			\$51,800.00

Explanation

This transfer will fund employment contract as well as additional funding for a part time attendant in salaries. Also major repairs to older equipment is necessary and was not in operations budget.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: Voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

- | | |
|---|--|
| <ul style="list-style-type: none">• Finance Committee | <ul style="list-style-type: none">• 11/18/24: Voted 5-0 to recommend |
|---|--|

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 11/12/2024
First Reading: 11/12/2024
Second Reading: 11/26/2024
Amendments Adopted:
Third Reading:
Date Adopted: 11/26/2024
Date Effective: 12/26/2024

Order O-FY25-030: Bridgewater Raynham Regional School District Capital Plan Transfers

ORDERED, that the Town Council assembled vote to

pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule of Use of Funds:

<u>FUND</u>	<u>SOURCES OF FUNDING</u>	<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
8010	CAPITAL STABILIZATION	80105-596110	Transfer to Capital	\$ 1,017,446.00
Total				\$ 1,017,446.00
	<u>USES OF FUNDING</u>		<u>Description</u>	<u>Amount</u>
1000	BRRSD SCHOOL CAPITAL	10300225-580000	BRRSD Capital	\$ 1,017,446.00
Total				\$ 1,017,446.00

Explanation:

This transfer will fund requested BRRSD School Capital Outlay projects as outlined and Approved by the Bridgewater Raynham Regional School District Committee.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">11/26/24: voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 11/18/24: Voted 5-0 to recommend
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Attachments: 1. DESCRIPTION OF APPROPRIATION

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, November 26, 2024, to approve the aforementioned Order, by a Voice vote of 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

DESCRIPTION OF APPROPRIATION

Town of Bridgewater FY 2025 Capital Improvement Program					
Bridgewater Raynham Regional School District Funding Requirements FY 2025					
Location of Project		Project#	Description		Amount
2025	300	Bridgewater Middle School	300.72	BMS Camera System Upgrade - Building Security	\$75,000
2025	300	Bridgewater Middle School	300.07	BMS LED Lighting Upgrade	\$200,000
2025	300	Bridgewater Middle School	300.00	BMS Replace Front Doors	\$55,000
2025	300	Bridgewater Middle School	300-00	BMS Replace office area carpet	\$30,000
2025	300	District Wide	300.00	DW Air Conditioning upgrade	\$24,468
2025	300	High School	300.25	HS Crack Fill, Sealcoat, Reline Asphalt	\$131,516
2025	300	High School	300.00	HS Softball field - infield for girls softball	\$21,410
2025	300	High School	300.75	HS PA System Replacement	\$55,053
2025	300	Williams Intermediate School	300.71	WIS Camera System Upgrade - Building Security	\$125,000
2025	300	Williams Intermediate School	300.52	WIS HVAC System Upgrade Package Units (R22 Refrigerant)	\$275,000
2025	300	Williams Intermediate School	300.00	WIS Rear Lower gym roof replacement	\$25,000
BRRSD SCHOOL			Total		\$1,017,446



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 11/26/2024
First Reading: 11/26/2024
Second Reading: 12/17/2024
Amendments Adopted:
Third Reading:
Date Adopted: 12/17/2024
Date Effective: 1/17/2025

Order O-FY25-031: Appointment To A Vacant Councilor-At-Large Seat

ORDERED: In accordance with Section 2-5 of the Towns Charter - Filling of Vacancies, Section (c) "The Town Council shall fill the vacant Councilor-at-Large seat with the Remaining Councilors", the Town Council shall seek applications from interested voters from the Town and make an appointment to that vacant seat.

Explanation:

A Councilor-at-Large seat has become vacant as of November 12, 2024. The intent of this order is to fill the vacant Councilor-at-Large seat until the term expires April, 26, 2025.

Committee Referrals and Dispositions:

Referral(s)
This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, December 17, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 12/3/2024
First Reading: 12/3/2024
Second Reading: 2/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 2/18/2025
Date Effective: 3/18/2025

Order O-FY25-032: Acceptance of Non Recurring Revenue to Capital - Department of Corrections

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 40, §5B requires the Town Council to accept and authorize the expenditure of revenue sources that are deemed one-time revenue or take any other action relative thereto and

WHEREAS: The Town of Bridgewater has received a payment of \$249,037.82 from the Department of Corrections' FY 2025 budget earmarked for cities and towns hosting correctional facilities.

ORDERED: that the Town Council of Bridgewater, Massachusetts in Town Council assembled to vote to accept payment of \$249,037.82 into the Capital Stabilization Funds to appropriate for Capital needs.

Explanation:

This order accepts one time non-recurring revenues from the DOC earmarked 2025 budget to the Capital Stabilization Fund for Capital Appropriations for the Towns/Schools Capital Needs

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">2/18/25: Voted 3-0 to recommend.
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">2/18/25: Voted 5-0 to recommend.

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, February 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

TERRENCE M. REIDY
Secretary

The Commonwealth of Massachusetts
Executive Office of Public Safety & Security
Department of Correction
50 Maple Street, Suite 3
Milford, MA 01757
Tel: (508) 422-3300
www.mass.gov/doc



SHAWN P. JENKINS
Commissioner

CHRISTOPHER NICHOLS
MITZI S. PETERSON
THOMAS J. PRESTON
Deputy Commissioners

November 20, 2024

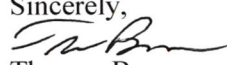
Mr. Michael Dutton
Town Manager
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

Dear Mr. Dutton:

The Department of Correction's FY 2025 operating budget contains funds earmarked for cities and towns hosting correctional facilities.

Based on the average state inmate population housed in your community from July 1, 2023, through June 30, 2024, a payment in the amount **\$249,037.82** will be processed for the City of Bridgewater. This payment will be issued via the State Treasurer's Office and sent to your local Treasurer by electronic transfer. This payment has a scheduled disbursement date of November 25, 2024.

If there are any questions, I can be reached at 508-422-3332.

Sincerely,

Thomas Brennan
Budget Director

Cc: Shawn Jenkins, Commissioner
Thomas J. Preston, Deputy Commissioner Administration
Matthew Dailey, Executive Director of Admin Services
Thomas Simeone, Director of Legislative Affairs
Kristine Marcotte, Director, Fiscal Services



Bridgewater Town Council

Introduced By:	Fred Chase, Councilor Mary McGrath
Date Introduced:	12/17/2024
First Reading:	12/17/2024
Second Reading:	1/7/2025
Amendments Adopted:	1/7/2025
Third Reading:	
Date Adopted:	1/7/2025
Date Effective:	2/7/2025

Order O-FY25-033: An Order for the Placement of Flagpoles

WHEREAS, the Veterans Council, an advisory committee of the Town of Bridgewater, has expressed a desire that the Academy Building flagpole be relocated to a position of greater prominence and visibility on the grounds of the Academy Building; and

WHEREAS, it is desirable that the flag of the United States and the POW/MIA recognition flag be raised together for permanent display before the fountain on Academy Building grounds and in direct alignment with the memorial on the Town Common dedicated to the victims of the 9/11 terror attacks; and

WHEREAS, it is further desirable that the flag of the Town of Bridgewater be raised for permanent display from an identical flagpole adjacent to that dedicated for display of the flag of the United States and the POW/MIA recognition flag; and

WHEREAS, it is further desirable that any flag which may be permitted to be raised from time-to-time pursuant to the Flag Raising Ordinance of the Town of Bridgewater be displayed together with the flag of the Town of Bridgewater;

NOW, THEREFORE, BE IT ORDERED that, pursuant to Section 2-2 of the Town of Bridgewater Charter, the Town Council assembled does hereby direct and order that the Town Manager undertake all actions necessary to seek proposals for the purchase of an additional flagpole (or flagpoles) and relocation of the existing flagpole, to effectuate the intention of the foregoing at the earliest opportunity.

Committee Referrals and Dispositions:

Referral(s)

- This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, January 7, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Fred Chase, Councilor
Date Introduced: 12/17/2024
First Reading: 12/17/2024
Second Reading: 1/21/2025
Amendments Adopted:
Third Reading:
Date Adopted: 1/21/2025
Date Effective: 2/21/2025

Order O-FY25-034: Right of First Refusal - Oldfield Estates n/k/a Oldfield Preserve

WHEREAS Long Built Homes received Planning Board Approval for a subdivision f/k/a Oldfield Estates n/k/a Oldfield Preserve on February 21, 2018;

WHEREAS Condition No. 30 of the approval granted the Town of Bridgewater the right of first refusal on a transfer of ownership of a portion of the subdivision depicted as “Common Open Space Lot 1-R-A” on the subdivision plan;

WHEREAS the Trustees of Oldfield Preserve Homeowners Association Trust are requesting that the Town of Bridgewater waive its right of first refusal so that that portion of the subdivision depicted as “Common Open Space Lot 1-R-A” on the subdivision plan be conveyed to Wildland Trust, Inc.;

ORDERED: the Town of Bridgewater hereby waives its right of first refusal.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Town Council	<ul style="list-style-type: none">12/17/24: Referred to Community and Economic Development Committee
<ul style="list-style-type: none">Community and Economic Development Committee	<ul style="list-style-type: none">1/13/25: Voted 3-0 to recommend.

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, January 21, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 1/7/2025
First Reading: 1/7/2025
Second Reading: 1/21/2025
Amendments Adopted:
Third Reading:
Date Adopted: 1/21/2025
Date Effective: 2/21/2025

Order O-FY25-035: Vote to Authorize Acting Town Manager Blythe Robinson to Sign on Behalf of the Town of Bridgewater

ORDERED, that the Town Council assembled vote to authorize Acting Town Manager Blythe Robinson to execute on behalf of the Town the Local Initiative Program Regulatory Agreement for the following project:

Murphy's Landing 40B Project
0 Plymouth Street, Bridgewater
Local Initiative Program

Committee Referrals and Dispositions:

Referral(s)
This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Attachments: 1. LIP REGULATORY AGREEMENT 09-11-24

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, January 21, 2024, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

REGULATORY AND USE AGREEMENT

[Comprehensive Permit Rental]

LOCAL INITIATIVE PROGRAM

This Regulatory and Use Agreement (this “Agreement”) is made this ____ day of September, 2024, by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities (“EOHLC”) pursuant to G.L. c.23B §1 as amended by Chapter 7 of the Acts of 2023, the City/Town of Bridgewater, MA (the “Municipality”), and 464 Crescent Street LLC, a Massachusetts limited liability company, having a mailing address at 135 Old Page Street, Stoughton, MA 02072, and its successors and assigns (“Developer”).

RECITALS

WHEREAS, the Developer is constructing a housing development known as “Murphy’s Landing” at an approximately 6.75-acre site located at 0 Plymouth Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the “Development”); and

WHEREAS, EOHLC has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the “Regulations”) relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the “Act”) and pursuant thereto has issued its Comprehensive Permit Guidelines (the “Guidelines” and, collectively with the Regulations and the Act, the “Comprehensive Permit Rules”); and

WHEREAS, pursuant to the Act and the final report of the Special Legislative Commission Relative to Low- and Moderate-Income Housing Provisions issued in April 1989, regulations have been promulgated at the Regulations which establish the Local Initiative Program (“LIP”); and

WHEREAS, EOHLC acts as Subsidizing Agency for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, said Board of Appeals issued a comprehensive permit for the Development by decision filed with the Municipality’s Town Clerk on February 12, 2020 which was recorded in the Plymouth County Registry of Deeds (the “Registry”) in Book 53043, Page 139 (“the Comprehensive Permit”); and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of eight (8) rental units, of which twenty five percent (25%) (i.e. two (2) units) (the “Affordable Units”) will be rented to Low- and Moderate-Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, EOHLC has adopted the *Preparation of Cost Certification for 40B Rental Developments: Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities* (the “Cost Certification Guidance”), which shall govern the cost certification and limited dividend requirements for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the parties intend that this Agreement shall serve as a “Use Restriction” as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EOHLC, the Municipality and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Accountant’s Annual Determination shall have the meaning given such term in Section 7(f) hereof.

Accumulated Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Accumulated and Unpaid Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by EOHLC, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Excess Revenues shall have the meaning given such term in Section 7(e) hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area (MSA)/County/HMFA as designated by the Department of Housing and Urban Development (“HUD”).

Area Median Income (“AMI”) shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low- and Moderate-Income Tenant, the Area Median Income shall be adjusted for family size.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development, if any.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan, if any.

Cost Certification shall have the meaning given such term in Section 21 hereof.

Current Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Developer’s Equity shall be calculated according to the formulas outlined in Attachment C of the Cost Certification Guidance, using the Cost Method until the Cost Certification process is complete, and either the Cost Method or the Value Method, whichever results in the greater amount, thereafter. Developer’s Equity shall be retroactively applied to the period from the start date (commencement of construction of the Development as evidenced by issuance of the first building permit) until Substantial Completion (the “Construction Period”). For the Construction Period, Developer’s Equity shall mean the average of costs expended by the Developer on the Development during the period in question, based on a review of Developer’s financial reports by an independent accounting firm. By way of example only, if on the first day of construction the Developer’s costs are \$10,000,000 (all attributable to land acquisition costs), and one year later the Developer’s costs are \$20,000,000 (half attributable to land acquisition costs, half attributable to construction costs), then the Developer’s Equity for that year of construction would be the average of those two amounts of \$15,000,000. The Developer’s Equity for the construction period shall be appropriately prorated for any partial year during such period.

Developer Parties shall have the meaning given such term in Section 7(b) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues shall have the meaning given such term in Section 7(b) hereof.

Distribution Payments shall have the meaning given such term in Section 7(b) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Excess Revenues Account shall mean the account established under Section 7(e) hereof.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development or to Low- and Moderate-Income Tenants.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Low- and Moderate-Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit.

Low- and Moderate-Income Tenants shall mean Low- and Moderate-Income Persons or Families who occupy the Affordable Units.

Maximum Annual Distributable Amounts shall have the meaning given such term in Section 7(c) hereof.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage, if any.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan which may be made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 21 hereof.

Surety shall have the meaning given such term in Section 22 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by EOHLC, with such changes thereto provided that any substantive changes have been approved by the EOHLC.

Term shall have the meaning set forth in Section 24 hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Municipality (the “Plans and Specifications”) and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

(c) Unless the same shall be modified by a change to the Comprehensive Permit approved by the Board of Appeals for the Municipality, the bedroom mix for the Development shall be as follows:

- 0 of the Affordable Units shall be one-bedroom units;
- 0 of the Affordable Units shall be two-bedroom units; and
- 2 of the Affordable Units shall be three-bedroom units.

All Affordable Units to be occupied by families must contain two or more bedrooms. Affordable Units must have the following minimum areas:

- One-bedroom units - 700 square feet
- Two-bedroom units - 900 square feet
- Three-bedroom units - 1200 square feet

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low- and Moderate-Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Affordable Unit plus one. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto. Thereafter, the Developer shall annually submit to the Municipality and EOHLC a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that such review rights shall be with respect to the maximum rents for all the Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without EOHLC's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If an annual request for a new schedule of rents for the Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Municipality and EOHLC fail to respond to such a submission within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Affordable Units is made for any other reason, and the Municipality and EOHLC fail to respond within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Developer may send EOHLC and the Municipality a notice of reminder, and if the Municipality and EOHLC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLC shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Affordable Units to reflect an increase in the AMI published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to subsections 3(h) and (i) below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection (e), the Rental Schedule attached as Appendix A hereto shall be deemed to be modified accordingly.

(f) Developer shall obtain income certifications satisfactory in form and manner to EOHLC at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to EOHLC and the Municipality upon request.

(g) Throughout the term of this Agreement, the Municipality shall annually certify in writing to EOHLC that each of the Affordable Units continues to be an Affordable Unit as provided in Section 2(c), above; and that the Development and the Affordable Units have been maintained in a manner consistent with the Comprehensive Permit and this Agreement.

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for EOHLC's approval. At a minimum the AFHM Plan shall meet

the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by EOHLC, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Affordable Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the AFHM Plan for the Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan. In addition, if the Development is located in the _____ MSA/HMFA/County, Developer must list all Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by EOHLC which may be inspected at any time by EOHLC.

(i) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. EOHLC may require that another entity be found if EOHLC finds that the entity designated by the Developer is not qualified. Moreover, EOHLC may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

(j) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as EOHLC shall require.

TENANT SELECTION AND OCCUPANCY

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer, the Municipality, or EOHLC; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer, the Municipality, or EOHLC may direct, but at least annually, he or she will furnish to Developer certification of then current family income, with such documentation as the Municipality or EOHLC shall reasonably require; and agrees to such charges as the Municipality or EOHLC has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Omitted

LIMITED DIVIDENDS

7. (a) The Developer covenants and agrees that Distribution Payments made in any fiscal year of the Development shall not exceed the Maximum Annual Distributable Amounts for such fiscal year. No Distribution Payments may be made if an Event of Default has occurred, which shall include but not be limited to failure to maintain the Development in good physical condition in accordance with Section 8 hereof.

(b) For the purposes hereof, the term “Distribution Payments” shall mean all amounts paid from revenues, income and other receipts of the Development, not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer (herein called “Development Revenues”)

which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the “Developer Parties”) as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and provide such services on an arms-length basis.

(c) For the purposes hereof, the “Maximum Annual Distributable Amounts” for any particular fiscal year shall be defined and determined as follows: the sum of

(i) an amount equal to ten percent (10%) of the “Developer’s Equity” for such fiscal year, subject to adjustment as provided in (d) below (the “Current Distribution Amounts”); plus

(ii) the amount of all Accumulated and Unpaid Distributions calculated as of the first day of such fiscal year.

In no event shall the total Maximum Annual Distributable Amounts actually distributed for any given year exceed total funds available for distribution after all current and owed-to-date expenses have been paid and reserves, then due and owing, have been funded.

“Accumulated and Unpaid Distribution Amounts” shall be the aggregate of the Current Distribution Amounts calculated for all prior fiscal years less the Distribution Payments (“Accumulated Distribution Amounts”) calculated for each such fiscal year together with simple interest (“Accrued Interest”) resulting from such calculation in all prior years computed at five percent (5%) per annum. For the purposes of this calculation, it is assumed any amounts available for distribution in any year shall be fully disbursed.

(d) When using the Value-Based Approach, the Developer’s Equity may be adjusted not more than once in any five-year period with the first five - year period commencing with the first fiscal year of the Development. Any adjustments shall be made only upon the written request of the Developer and, unless the Developer is otherwise directed by EOHLC, shall be based upon an appraisal commissioned by (and naming as a client) EOHLC and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by EOHLC. The appraiser shall submit a Self-Contained Appraisal Report to EOHLC in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall be based on the so-called “investment value” methodology, using assumptions subject to the reasonable approval of EOHLC.

Upon completion of an appraisal as provided above, the Developer’s Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer’s Equity shall be the Developer’s Equity commencing with the first day of the month following the date of such appraisal and stay in effect until a subsequent adjustment.

(e) If at the end of any fiscal year, any Development Revenues for such fiscal year shall remain and are in excess of the Maximum Annual Distributable Amounts for such fiscal year, such amount (the “Annual Excess Revenues”) , other than those which may be required by any Lender to remain at the Development as a reserve to pay the expenses of the Development, shall be deposited in an escrow account with the Lender (or if the Loan is paid off, in an escrow account to be established to the satisfaction of EOHLC) designated as the “Excess Revenues Account.” No distributions may be made to the Developer from the Excess Revenues Account except those permitted pursuant to this Section (e) with the prior written consent of EOHLC.

Upon Developer’s request, amounts may also be withdrawn from the Excess Revenues Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development (the “Replacement Reserve”) which may be held by a lending institution reasonably acceptable to EOHLC and which reserves may be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of Developer for Development expenses, provided that Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the EOHLC) and shall have supplied the applicable Lender (or EOHLC) with such evidence as the applicable Lender (or EOHLC, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by EOHLC) that the expenditure is necessary to address the Development’s physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Developer shall be subject to the prior written approval of EOHLC, which approval shall not be unreasonably withheld or delayed; it being agreed by EOHLC that if the Developer can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with those made for comparable developments in the Commonwealth of Massachusetts, EOHLC shall approve such request. Further, in no event shall such review or approval be required by EOHLC to the extent any such capital expenditures or reserves are mandated by Lender.

Further, EOHLC agrees that it shall not unreasonably withhold or delay its consent to release of any amounts held in the Excess Revenues Account, upon the written request of the Developer that:

- (i) provide a direct and material benefit to Low- or Moderate-Income Tenants;
- or
- (ii) reduce rentals to Low- or Moderate-Income Tenants.

In the event that EOHLC's approval is requested pursuant to this Section 7(e) for expenditures out of the Excess Revenues Account, and EOHLC fails to respond within thirty (30) days of EOHLC receipt thereof, then EOHLC shall be deemed to have approved the request, and EOHLC shall have no further rights to object to, or place conditions upon, the same.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by EOHLC as provided herein, or as otherwise directed by EOHLC. Upon the expiration of the "Limited Dividend Term" as that term is defined in Section 24(b) hereof, any balance remaining in the Excess Revenues Account shall be contributed by the Developer to the Replacement Reserve held for the Development if deemed necessary by EOHLC, and otherwise shall be paid to the Developer.

(f) The Developer shall provide EOHLC for each fiscal year with a copy of its audited financial statements, and provide the EOHLC with a certificate from the independent certified public accountant (the "CPA") who prepared such reports which certifies as to their determination (the "Accountant's Annual Determination") of the following for such fiscal year, based on the terms and conditions hereof:

- (i) Accumulated Distribution Amounts;
- (ii) Current Distribution Amounts;
- (iii) Maximum Annual Distributable Amounts;
- (iv) Annual Excess Revenues;
- (v) Accumulated and Unpaid Distribution Amounts (including a calculation of Accumulated Distribution Amounts and Accrued Interest); and
- (vi) Development Revenues.

Such Accountant's Annual Determination shall be accompanied by a form completed by the CPA and by a Certificate of Developer in forms as reasonably required by EOHLC certifying under penalties of perjury as to the matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who made such Accountant's Annual Determination, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Accountant's Annual Determination, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Accountant's Annual Determination and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Accountant's Annual Determination and believes that such determination is an appropriate representation of the Development.

(g) EOHLC shall have sixty (60) days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If EOHLC does not object to it or request additional information with respect to it, it shall have been deemed accepted by the EOHLC. If EOHLC shall request additional information, then the Developer shall provide EOHLC with such additional information as promptly as possible and EOHLC shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Accountant's Annual Determination. If no such objections are made within such thirty-day (30) period, the Accountant's Annual Determination shall be deemed accepted by EOHLC. Prior to acceptance of the Accountant's Annual Determination, EOHLC shall deliver a copy of the Accountant's Annual Determination to the Municipality with EOHLC's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to EOHLC, which request shall not be unreasonably withheld. EOHLC will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Accountant's Annual Determination as provided above.

To the extent that EOHLC shall raise any objections to such Accountant's Annual Determination as provided above, then the Developer and EOHLC shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then EOHLC may enforce the provisions under this Section by the exercise of any remedies it may have under this Agreement.

(h) If upon the approval of an Accountant's Annual Determination as provided above, such Accountant's Annual Determination shall show that the Distribution Payments for such fiscal year shall be in excess of the Maximum Annual Distributable Amounts for such fiscal year, then upon thirty (30) days written notice from EOHLC, the Developer shall cause such excess to be deposited in the Excess Revenue Account from sources other than Development Revenues to the extent not otherwise required by Lender to remain with the Development as provided in subsection (e) above.

If such Accountant's Annual Determination as approved shall show that there are Annual Excess Revenues for such fiscal year which have not been distributed, such amounts shall be applied as provided in subsection (e) above within thirty (30) days after the approval of the Accountant's Annual Determination as set forth in subsection (g) above.

(i) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer's Equity.

(j) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party

consultants, partners and legal or beneficial owners of the Development shall (unless otherwise limited by EOHLC) be limited to no more than that amount resulting from the calculation in Attachment B, Step 3 (“Calculation of Maximum Allowable 40B Developer Fee and Overhead”) of the Cost Certification Guidance (the “Maximum Allowable Developer Fee”). The Maximum Allowable Developer Fee shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm’s length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 21 below regarding Cost Certification in accordance with the requirements of 760 CMR 56.04(8) (e), in the event that EOHLC determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 21 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the “Excess Distributions”), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by EOHLC as provided herein.

(k) The Municipality agrees that upon the receipt by the Municipality of any cash available for distribution pursuant to subsection (e) above or upon the receipt of any Excess Distributions pursuant to subsection (j) above, the Municipality shall deposit any and all such monies into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A (collectively, an “Affordable Housing Fund”) to be used by the Municipality for the purpose of reducing the cost to persons or families of Low- and Moderate-Income to rent or purchase housing in the Municipality, or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing in the Municipality for persons and families of Low- and Moderate-Income. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to EOHLC.

MANAGEMENT OF THE DEVELOPMENT

8. Developer shall maintain the Development in good physical condition in accordance with EOHLC’s requirements and standards and the requirements and standards of the Lender ordinary wear and tear and casualty excepted. Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, EOHLC has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. (a) Except for rental of Units to Low- and Moderate-Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Development or any portion thereof or interest therein (collectively, a “Sale”) or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of

EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Developer in writing within thirty (days) after receipt of the request that either:

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Development is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Development or any party of the Development.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity

contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Omitted.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by EOHLC from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of EOHLC or the Municipality. Failure to keep such books and accounts and/or make them available to the EOHLC or the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer. The Developer agrees to comply and to cause the Development to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders.

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish EOHLC with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of EOHLC which include: (i) financial statements submitted in a format acceptable to EOHLC; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by EOHLC.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of EOHLC or the Municipality, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development as it pertains to the Developer's compliance with the requirements of this Agreement.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted in connection with a change to the Comprehensive Permit approved in accordance with the Regulations or as set forth in Section 28 below, Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to the Agreement, change the type or number of Affordable Units. Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Municipality or EOHLC to take any corrective action it may deem necessary.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer as provided herein, then at EOHLC's option, and without further notice, the EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of notice to the Municipality as provided herein, then EOHLC may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty- (30-) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If EOHLC elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by EOHLC for purposes of the Act shall from the date of such termination be determined solely by EOHLC according to the rules and regulations then in effect.

(c) In the event EOHLC brings an action to enforce this Restriction and prevails in any such action, EOHLC shall be entitled to recover from the Developer all of EOHLC's reasonable costs of an action for such enforcement of this Restriction, including reasonable attorneys' fees.

(d) The Developer hereby grants to EOHLC or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. EOHLC intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay EOHLC fees for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to EOHLC a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security interest with respect thereto.

18. EOHLC shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. In carrying out its obligations as a Monitoring Agent, the third party shall apply and adhere to the standards and policies of EOHLC related to the administrative responsibilities of Subsidizing

Agencies. EOHLC shall notify the Developer and the Municipality in the event EOHLC engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by EOHLC, payable within thirty (30) days of the end of each fiscal year of the Developer during the Limited Dividend Term as defined in Section 24(b) below, but not in excess of the amounts as shown on Appendix D hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as EOHLC under this Agreement, and shall act on behalf of EOHLC hereunder, to the extent that EOHLC delegates its rights and duties by written agreement with the Monitoring Agent.

19. The Municipality shall have the right to engage a third party (the “Affordability Monitoring Agent”) to monitor compliance with all or a portion of the ongoing affordability requirements of this Agreement which Municipality is responsible for overseeing hereunder. In carrying out its obligations as an Affordability Monitoring Agent, the third party shall apply and adhere to the standards and policies of EOHLC related to the administrative responsibilities of Subsidizing Agencies. The Municipality shall notify the Developer and EOHLC in the event the Municipality engages an Affordability Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Affordability Monitoring Agent an annual monitoring fee in an amount reasonably agreed upon by the Municipality and the Developer, payable within thirty (30) days of the end of each fiscal year of the Developer; and (ii) the Developer hereby agrees that the Affordability Monitoring Agent shall have the same rights, and be owed the same duties, as the Municipality under this Agreement, and shall act on behalf of the Municipality hereunder, to the extent that the Municipality delegates its rights and duties by written agreement with the Affordability Monitoring Agent.

CONSTRUCTION AND FINAL COST CERTIFICATION

20. The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

21. Upon Substantial Completion, the Developer shall provide the Municipality with a certificate of the architect for the Development in the form of a “Certificate of Substantial Completion” (AIA Form G704) or such other form of completion certificate acceptable to the Municipality.

In addition, within ninety (90) days after Substantial Completion, the Developer shall provide EOHLC with its Cost Certification for the Development.

As used herein, the term “Substantial Completion” shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

For the purposes hereof the term “Cost Certification” shall mean the determination by the EOHLC of the aggregate amount of all Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date in the format provided in the Cost Certification Guidance (the “Cost Examination”). The Cost Certification must be examined in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner’s and/or general contractor’s certificate, as provided in the Cost Certification Guidance, executed by the Developer and/or general contractor under penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. “Allowable Development Costs” shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

Prior to acceptance of the Cost Certification, EOHLC shall deliver a copy of the Cost Certification to the Municipality with EOHLC’s determination of the Developer’s compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to EOHLC, which request shall not be unreasonably withheld. EOHLC will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Cost Certification as provided in Section (g) above.

22. In order to ensure that the Developer shall complete the Cost Certification as required by Section 21 hereof, the Developer has provided EOHLC herewith adequate financial surety (the “Surety”) provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by EOHLC. If EOHLC shall determine that the Developer has failed in its obligation to provide Cost Certification as described above, EOHLC may draw on such Surety in order to pay the costs of completing Cost Certification.

23. Omitted.

TERM

24. (a) This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns, in perpetuity, except as provided in Section 24(b) below, (the “Term”). Upon expiration of the Term, this Agreement and the rights and obligations of the parties hereunder shall automatically terminate without the need of any party executing any additional document.

(b) Notwithstanding subsection (a) above, the provisions of Section 7(a)–(i) herein (“Limited Dividends”) shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns, and the Municipality

and its successors and assigns until the date which is fifteen (15) years from the date of this Agreement (the “Limited Dividend Term.”).

LENDER FORECLOSURE

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

INDEMNIFICATION/LIMITATION ON LIABILITY

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless EOHLC and the Municipality against all damages, costs and liabilities, including reasonable attorney’s fees, asserted against EOHLC or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of EOHLC or the Municipality.

27. EOHLC and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, EOHLC will look solely to the Developer’s interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee shall have any personal liability hereunder.

CASUALTY

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

30. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a limited liability company, qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by EOHLC).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

31. This Agreement may not be modified or amended except with the written consent of EOHLC or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

34. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

35. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of EOHLC, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

37. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

464 Crescent Street LLC
135 Old Page Street
Stoughton, MA 02072
Attention: Carmine Crugnale

If to EOHLC:

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
Attention: Director of Local Initiative Program
Fax: 617-573-1426

If to the Municipality:

Town Manager
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324
Attention: Blythe Robinson

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

38. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

39. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

DELEGATION BY EOHLC

40. EOHLC may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by EOHLC, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of EOHLC under this Agreement, such third party shall apply and adhere to the pertinent standards of EOHLC.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the date and year first written above.

DEVELOPER

By: _____
Carmine Crugnale
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Attachments:

Exhibit A - Legal Description
Appendix A - Rent Schedule
Appendix B - Fees Payable to EOHLC

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the date and year first written above.

EXECUTIVE OFFICE OF HOUSING AND
LIVABLE COMMUNITIES

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Attachments:

Exhibit A	-	Legal Description
Appendix A	-	Rent Schedule
Appendix B	-	Fees Payable to EOHLC

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the date and year first written above.

MUNICIPALITY

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Attachments:

Exhibit A - Legal Description
Appendix A - Rent Schedule
Appendix B - Fees Payable to EOHLC

EXHIBIT A

LEGAL DESCRIPTION

The real property shown as Lots 50A and 50B on the Plan of Land prepared by Silva Engineering Associates, PC dated August 13, 2007, recorded with the Plymouth County Registry of Deeds in Plan Book 53, Page 540.

Subject to and with the benefit of all restrictions, easements, rights and agreements of record insofar as the same are now in force and applicable.

Being the same premises conveyed to 464 Crescent Street LLC by deed dated March 11, 2021 recorded with the Plymouth County Registry of Deeds in Book 54557, Page 239.

APPENDIX A
RENT SCHEDULE (INITIAL)

Re: 980 Plymouth Street
(Development name)

Bridgewater, MA
(City/Town)

464 Crescent Street, LLC
(Developer)

Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units

	<u>Rents</u>	<u>Utility Allowances</u>
Studio Units	\$ <u>N/A</u>	\$ <u> </u>
One-bedroom Units	\$ <u>N/A</u>	\$ <u> </u>
Two-bedroom Units	\$ <u>N/A</u>	\$ <u> </u>
Three-bedroom Units	\$ <u>2,233*</u>	\$ <u>212</u>
Four-bedroom Units	\$ <u>N/A</u>	\$ <u> </u>

*Maximum allowable contract rent but it's recommended to offer a lower rent for faster lease-up

APPENDIX B

FEES PAYABLE TO EOHLC

During the term of this Agreement, the Developer shall pay to EOHLC a Monitoring Fee of \$30.00 per month for each Affordable Unit (2 units) with a maximum annual fee of \$4,000.00. The Developer shall make each such payment to EOHLC within ten (10) days of the end of the calendar year.



Bridgewater Town Council

Introduced By: Fred Chase (on behalf of the Petitioner)
Date Introduced: 1/21/2025
First Reading: 1/21/2025
Second Reading: 4/22/2025
Amendments Adopted:
Third Reading:
Date Adopted: 4/22/2025
Date Effective: 5/22/2025

Order O-FY25-036: Laying Out and Accepting a Private Way - Firefly Lane

WHEREAS, the owners of the subdivision known as Firefly Lane, Maroney Building & Contracting, Inc., have requested the Town of Bridgewater lay out and accept Firefly Lane as a public way; it is therefore;

ORDERED: that the common necessity and convenience of the inhabitants of the Town of Bridgewater require the laying out of Firefly Lane and for that purpose it is necessary to take an easement for Highway purposes and lay out as a public street or way of said Town of Bridgewater, said easement passing by or over lands of those persons shown on, attached hereto, and parties unknown.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">• Town Council	<ul style="list-style-type: none">• 1/21/25: Referred to Planning Board
<ul style="list-style-type: none">• Planning Board	<ul style="list-style-type: none">• 2/19/25: Voted 5-0 to recommend with conditions: A \$10,000 Maintenance Service Fee shall be required by the Department of Public Works.
<ul style="list-style-type: none">• Town Council	<ul style="list-style-type: none">• 4/22/25: Public Hearing Held

Attachments: 1. Firefly Lane Laying Out Accepting Private Way Request
2. Roadway As-built revised 1-9-24

Vote #1: Find that the laying out is required by common convenience

Vote #2: Approve laying out the way

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

Vote #1: Find that the laying out is required by common convenience
Vote #2: Approve laying out the way

MARONEY BUILDING AND CONTRACTING, INC.

5 Apponequet Drive
Lakeville, Ma. 02347

Office. 508-946-6097

November 4, 2024

Planning Board
Town of Bridgewater
66 Central Square
Bridgewater, Ma. 02324

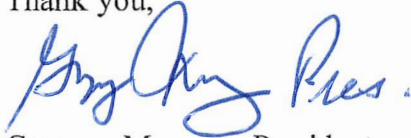
RE: Firefly Lane, Roadway Acceptance

Dear Planning Board,

Maroney Building & Contracting, Inc. has received a Completion Certification from the Bridgewater Planning Board for the Firefly Lane Subdivision off Summer Street. All work has been completed satisfactory. Maroney Building & Contracting, Inc. is now requesting for a Layout Hearing for the Firefly Lane Roadway Acceptance from the Planning Board.

If there are any questions regarding this request, please do not hesitate to call my office at (508-946-6097).

Thank you,

A handwritten signature in blue ink, appearing to read "Gregory Maroney", is written over the typed name.

Gregory Maroney, President
Maroney Building & Contracting, Inc.

Town of Bridgewater
Fiscal Year 2024 Preliminary Real Estate Tax Bill



Town of Bridgewater
Office of the Treasurer/Collector
66 Central Square
Bridgewater, MA 02324



4-5

*****SNGLP
MARONEY BUILDING & CONTRACTING
5 APPONEQUET DR
LAKEVILLE MA 02347-1934

Collector of Taxes
Scott M. Bols, Treasurer/Collector

Office Hours
Pay in person during Office Hours
Mon - Thurs 8:00 AM to 4:00 PM
Friday 8:00 AM to 1:00 PM
-POSTMARKS ARE NOT ACCEPTED-

Telephone Numbers:
Collector: (508) 697-0923

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

Your Preliminary Tax for the fiscal year beginning
July 1, 2023 and ending June 30, 2024 on the
parcel of real estate described below is as follows:

Property Description	
FIRE FLY LN	
Class Code	1
Land Area	1.731 AC
Parcel ID	49-129

Bill No.	5212
Preliminary Real Estate Tax	\$81.60
Preliminary CPA	\$0.00
Total Preliminary RE Tax/CPA	\$81.60
Current Payments/Credits	\$0.00
1st Qtr. Due 8/1/2023	\$40.80
2nd Qtr. Due 11/1/2023	\$40.80

187

POSTED

Pay Online at www.bridgewaterma.org

COLLECTOR'S COPY

Your Preliminary Tax for the fiscal year beginning
July 1, 2023 and ending June 30, 2024 on the
parcel of real estate described below is as follows:

PROPERTY DESCRIPTION	
FIRE FLY LN	
Parcel ID	49-129

Assessed owner as of January 1, 2023:
MARONEY BUILDING & CONTRACTING

MARONEY BUILDING & CONTRACTING
5 APPONEQUET DR
LAKEVILLE MA 02347-1934

Town of Bridgewater
Fiscal Year 2024
Preliminary Real Estate Tax Bill

Interest at the rate of 14% per annum will
accrue on overdue payments from the due
date until payment is made.

2nd Quarter Payment
Return This Portion With Your Payment

Bill Date	10/1/2023	Bill No.	5212
AMOUNT DUE 11/1/2023		\$40.80	

Make Check Payable and Mail To:

Town of Bridgewater
Department 7610
PO Box 4110
Woburn, MA 01888-4110

18002082024800005212600000040808

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The roadway shown as "Fire Fly Lane" as shown on the Definitive Subdivision for 438 Summer Street prepared by MBL Land Development & Permitting Corp. prepared for Greg Maroney, Maroney Building and Contracting date June 27, 2016 last revised March 15, 2018, Sheet C-4.0 ("Plan") recorded in Plymouth County Registry of Deeds Plan Book 396, Page 399, with the benefit an easement to maintain and repair a retaining wall in the "Retaining Wall Easement" located on the northwesterly side of said Lane as shown on the Plan.

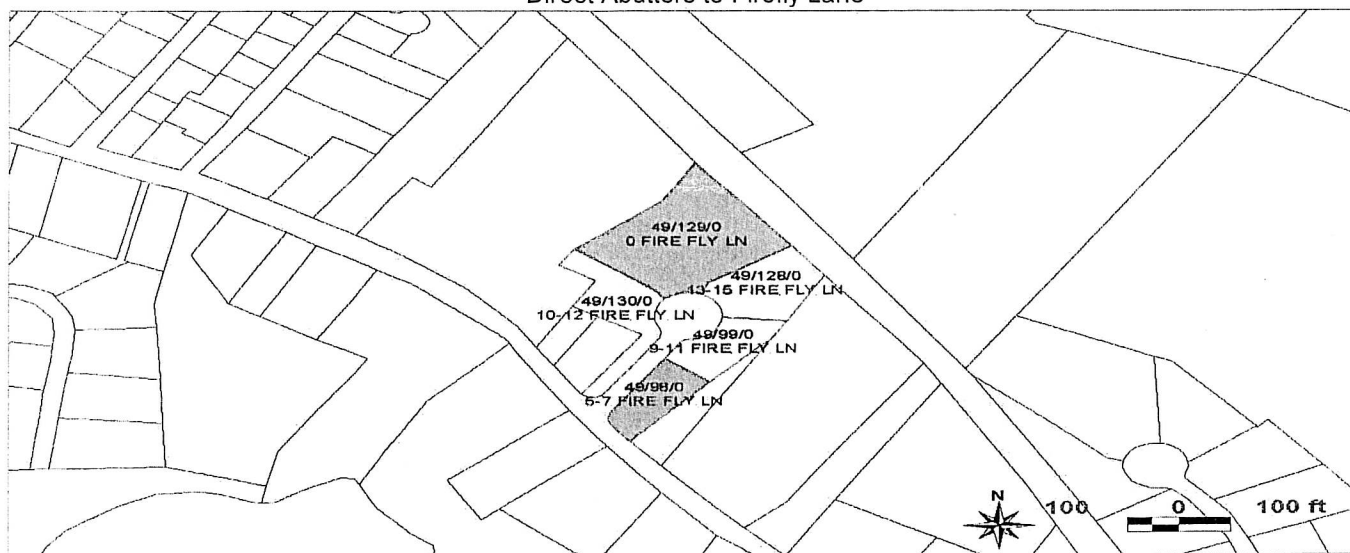
AB FIREFLY LANE DIRECT ABUTTERS
PETITIONER: MARONEY BUILDING & CONTRACTING INC.
OWNER: SAME

10/18/24
508-472-0777



TOWN OF BRIDGEWATER, MA
BOARD OF ASSESSORS
66 Central Square

Direct Abutters to Firefly Lane



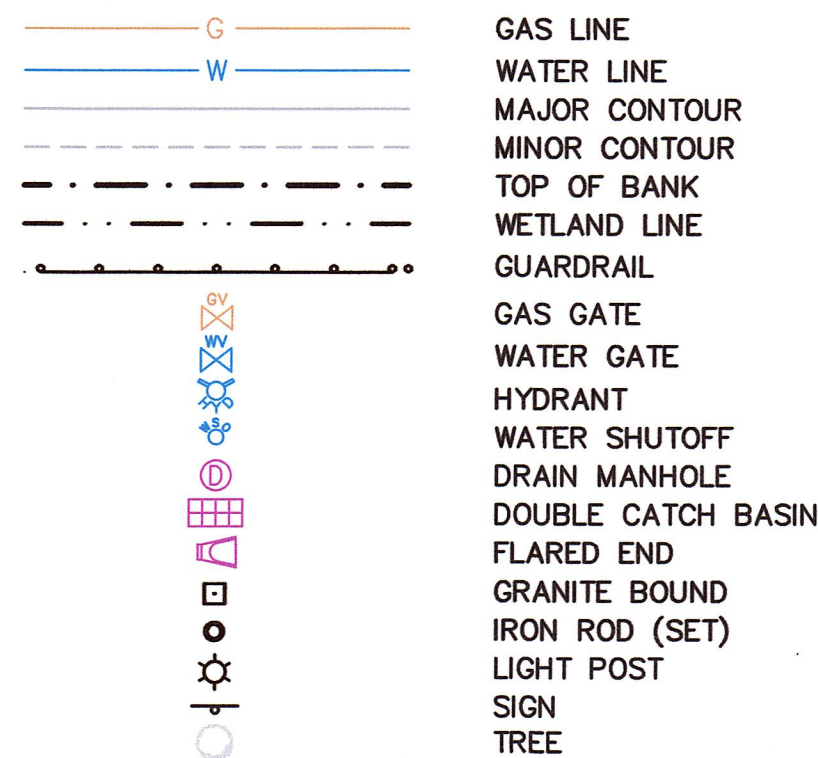
4457	49-98-0-R	MARONEY BUILDING & CONTRACTING	5-7 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
4458	49-99-0-R	MARONEY BUILDING & CONTRACTING	9-11 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
12284	49-128-0-R	MARONEY BUILDING & CONTRACTING	13-15 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
12285	49-129-0-R	MARONEY BUILDING & CONTRACTING	0 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
12286	49-130-0-R	MARONEY BUILDING & CONTRACTING	10-12 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347

I hereby certify this to be a true and accurate listing of owners with the most recent tax listing in the Town of Bridgewater, MA.

Shelley McCauley

Shelley McCauley, Chief Assessor MAA, RMA, CMA

LEGEND

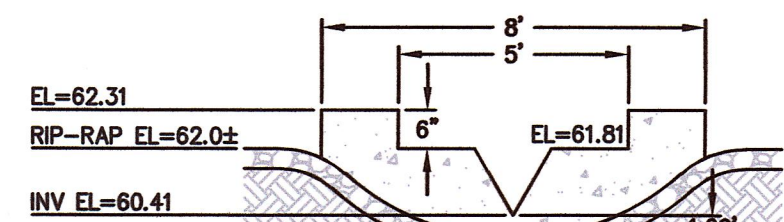


BENCHMARK:
SPIKE
ELEV. = 74.56'

BENCHMARK:
BONNET BOLT
ELEV. = 77.14'

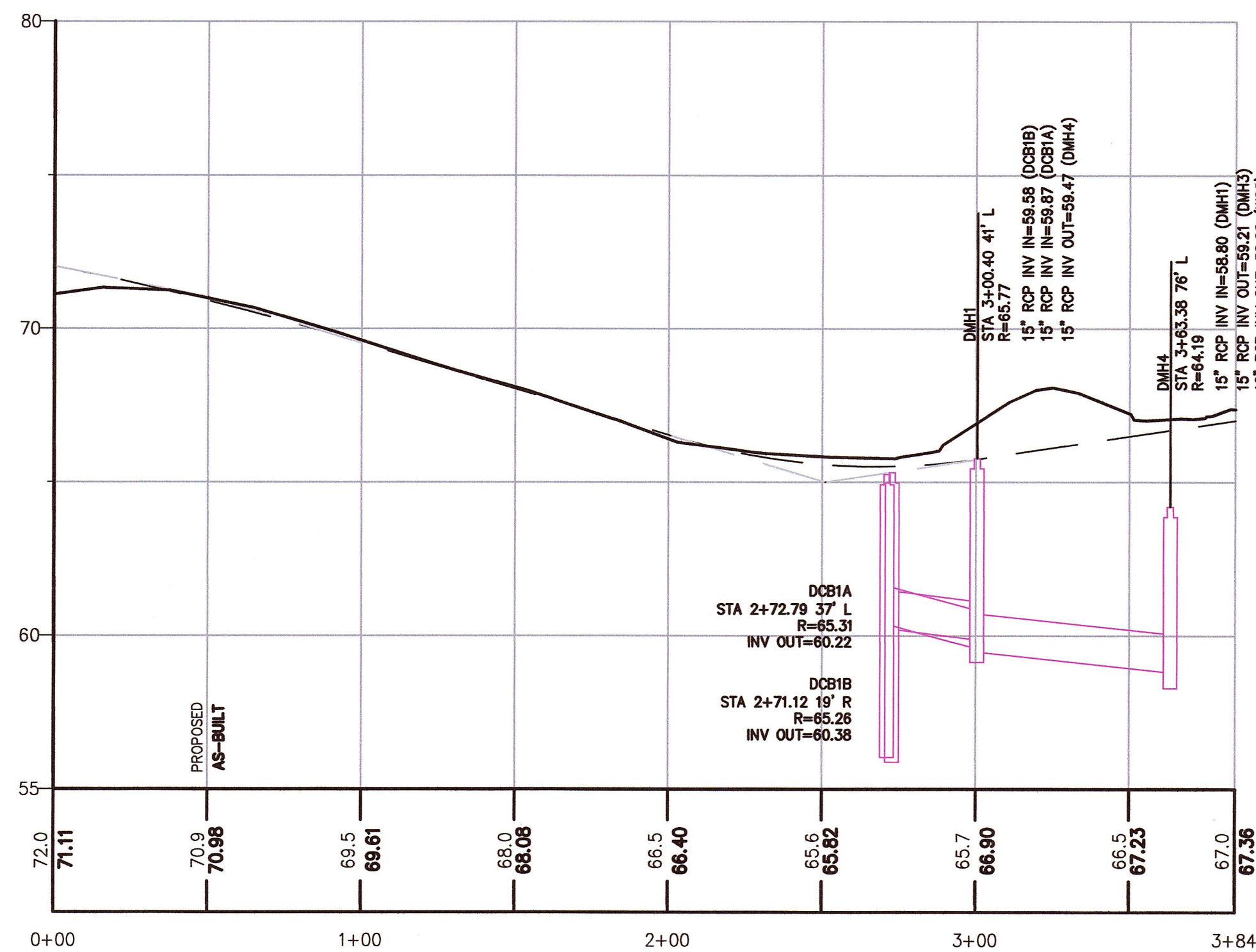
PLAN VIEW

SCALE: 1"=40'



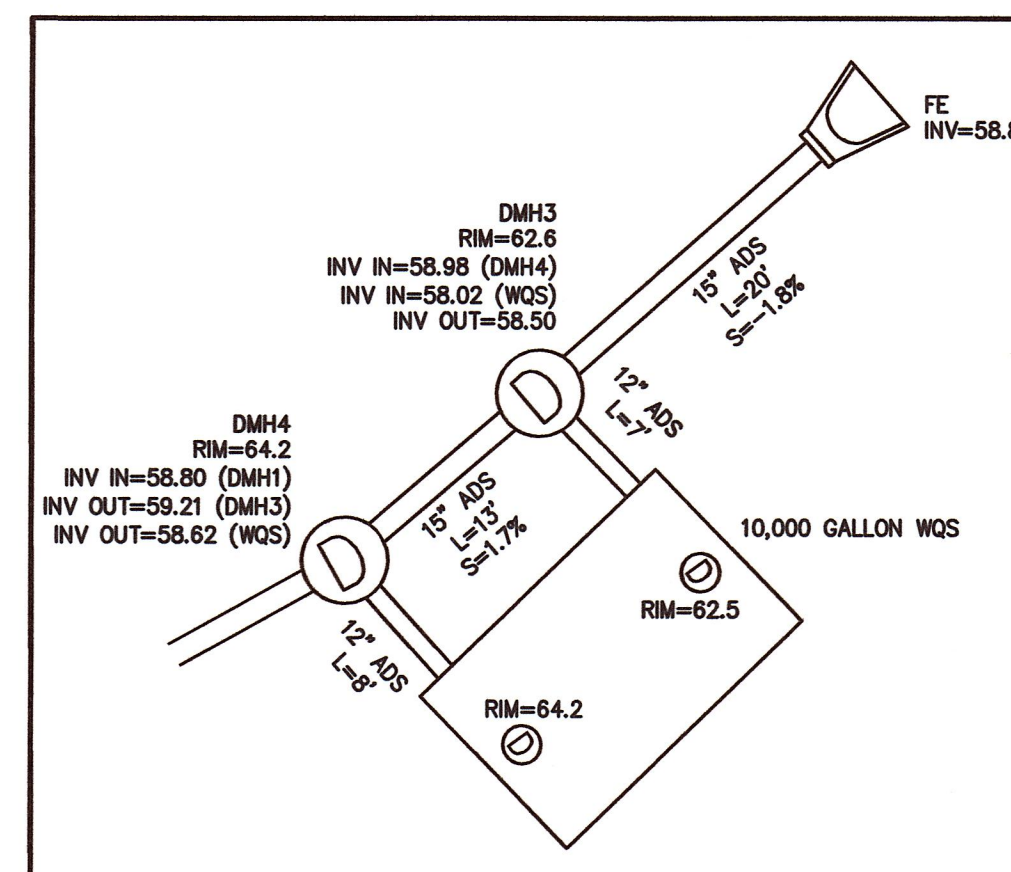
V-NOTCH WEIR CROSS-SECTION

NOT TO SCALE



PROFILE VIEW

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'



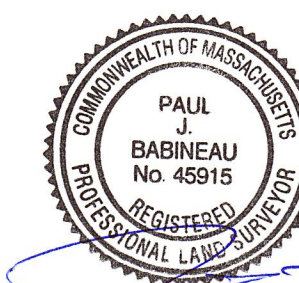
DETAIL

SCALE: 1"=10'

PER DEED BOOK 50436 PAGE 16, EASEMENT TO THE MASSACHUSETTS ELECTRIC COMPANY IS LOCATED "IN, THROUGH, UNDER, OVER, ACROSS AND UPON CERTAIN PARCELS OF LAND SITUATED ON THE EASTERLY SIDE OF SUMMER STREET, BEING MORE PARTICULARLY SHOWN AS LOT 1, LOT 2, LOT 3, DRAINAGE LOT, LOT 4, AND THE PRIVATE WAY OR ROAD NAMED FIRE FLY LANE ON A PLAN OF LAND SURVEY PERFORMED BY OUTBACK ENGINEERING, INC. ON DECEMBER 28, 2019. ELEVATIONS ARE BASED ON PRELIMINARY AS-BUILT PLAN BY MBL LAND DEVELOPMENT & PERMITTING CORP.

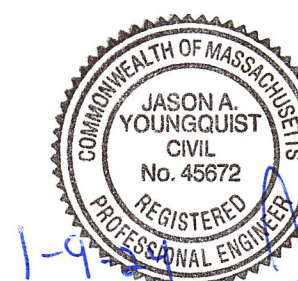
ID	TOP OF GRATE	BOT OF CHAMBER	PIPE INVERT
①	59.40	53.22	56.90
②	59.44	53.26	56.94
③	59.44	53.26	56.94
④	59.43	53.25	56.93
⑤	59.44	53.26	56.94
⑥	59.45	53.27	53.95
⑦	59.43	53.25	56.93
⑧	59.38	53.20	56.88
⑨	59.40	53.22	56.90
⑩	59.44	53.26	56.94
⑪	59.44	53.26	56.94
⑫	59.44	53.26	56.94
⑬	59.44	53.26	56.94
⑭	59.43	53.25	56.93

I CERTIFY THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION INFRASTRUCTURE AND TOPOGRAPHY INCLUDING INVERTS, ELEVATIONS AND LOCATIONS.



DATE: 1-9-24
PROFESSIONAL LAND SURVEYOR

I CERTIFY HEREBY THAT THE ROAD AND DRAINAGE SYSTEM HAS BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE DESIGN PLANS AND SPECIFICATIONS. THE DRAINAGE SYSTEM AS INSTALLED SHALL PERFORM AS APPROVED.



DATE: 1-9-24
PROFESSIONAL CIVIL ENGINEER



LOCUS
N.T.S.

GENERAL NOTES

- PLAN REFERENCE:
 - FOR PLAN REFERENCE SEE PLAN BOOK: 62 PAGE: 396 IN THE PLYMOUTH COUNTY REGISTRY OF DEEDS.
 - "PRELIMINARY AS-BUILT, FIREFLY LANE" DATED FEBRUARY 25, 2019, BY MBL LAND DEVELOPMENT & PERMITTING CORP.
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- THE SITE IS NOT LOCATED WITHIN A ZONE A SURFACE WATER SUPPLY PROTECTION AREA. THIS SITE IS NOT LOCATED WITHIN A ZONE II GROUNDWATER PROTECTION AREA.
- THE SITE IS NOT LOCATED WITHIN A PRIORITY HABITAT AND IS NOT LOCATED WITHIN AN ESTIMATED HABITAT ACCORDING TO THE LATEST NATURAL HERITAGE AND ENDANGERED SPECIES PROGRAM ONLINE MAPS.
- ALL EXISTING UTILITY INFORMATION IS FROM THE BEST AVAILABLE INFORMATION SUPPLIED BY FIELD SURVEY PERFORMED BY OUTBACK ENGINEERING, INC. AND IS TO BE CONSIDERED APPROXIMATE. CONTRACTOR SHALL NOTIFY DIGSAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO THE ONSET OF ANY CONSTRUCTION TO HAVE ALL EXISTING UTILITIES LOCATED AND CLEARLY MARKED.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/9/24	TOWN ENGINEER COMMENTS

OWNER & APPLICANT
MARONEY BUILDING & CONTRACTING
5 APPONEQUET DRIVE
LAKEVILLE, MA.

ROADWAY AS-BUILT

FIREFLY LANE

IN
BRIDGEWATER
MASSACHUSETTS

Outback Engineering
Incorporated

165 EAST GROVE STREET
MIDDLEBOROUGH, MA 02346
TEL: (508)-946-9231
www.outback-eng.com

DATE: DECEMBER 13, 2023

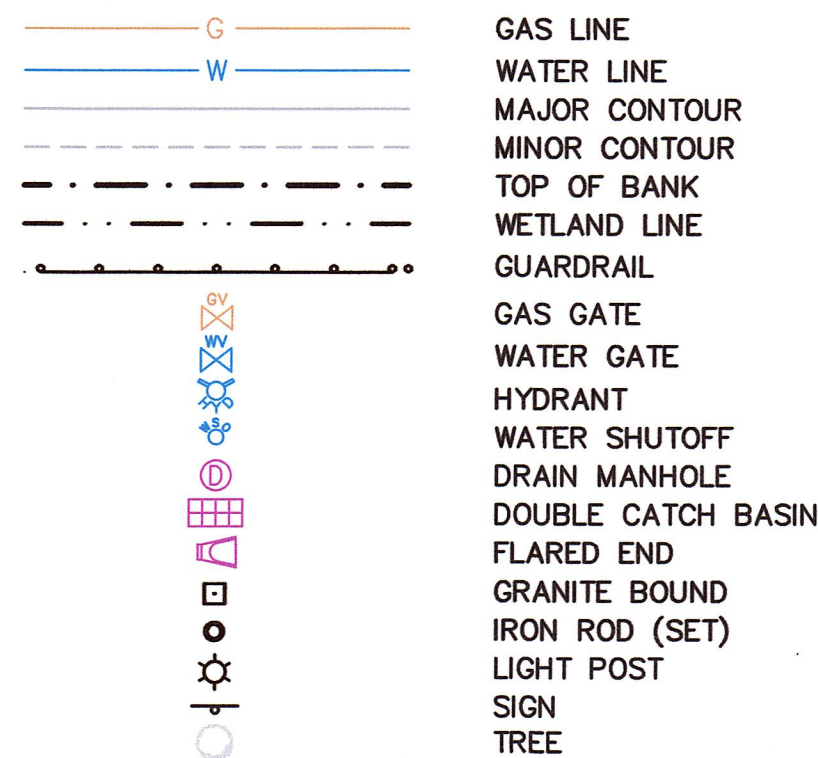
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SCALE: 1"=40' SHEET 1 OF 1

0' 40' 80' 120'

OE-3382

LEGEND

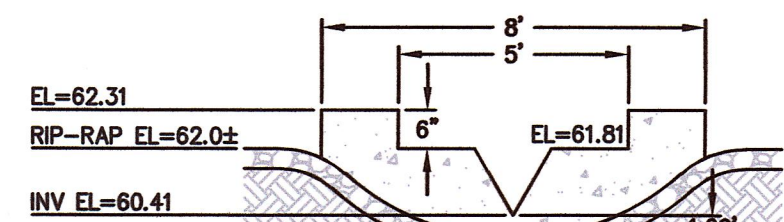


BENCHMARK:
SPIKE
ELEV. = 74.56'

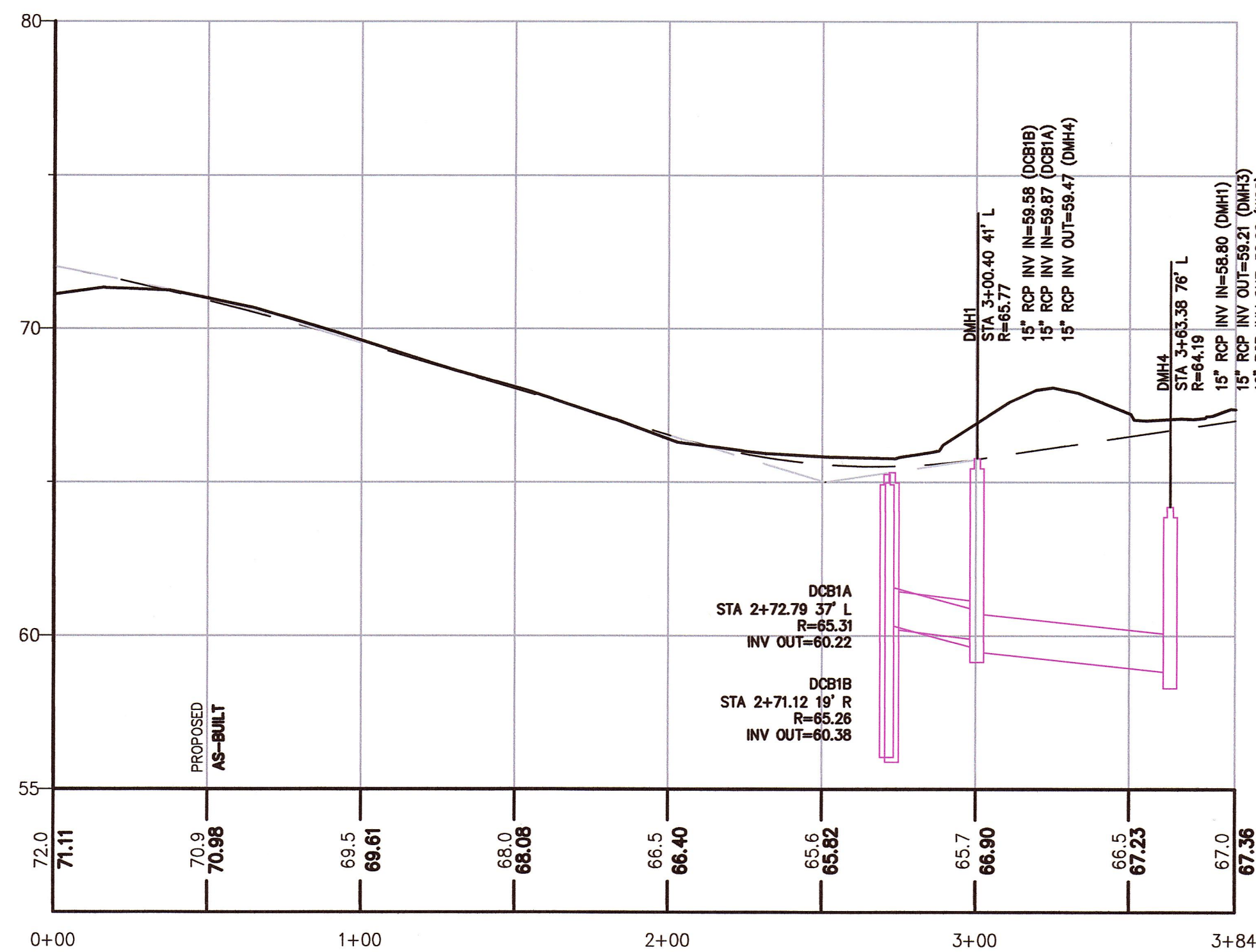
BENCHMARK:
BONNET BOLT
ELEV. = 77.14'

PLAN VIEW

SCALE: 1"=40'

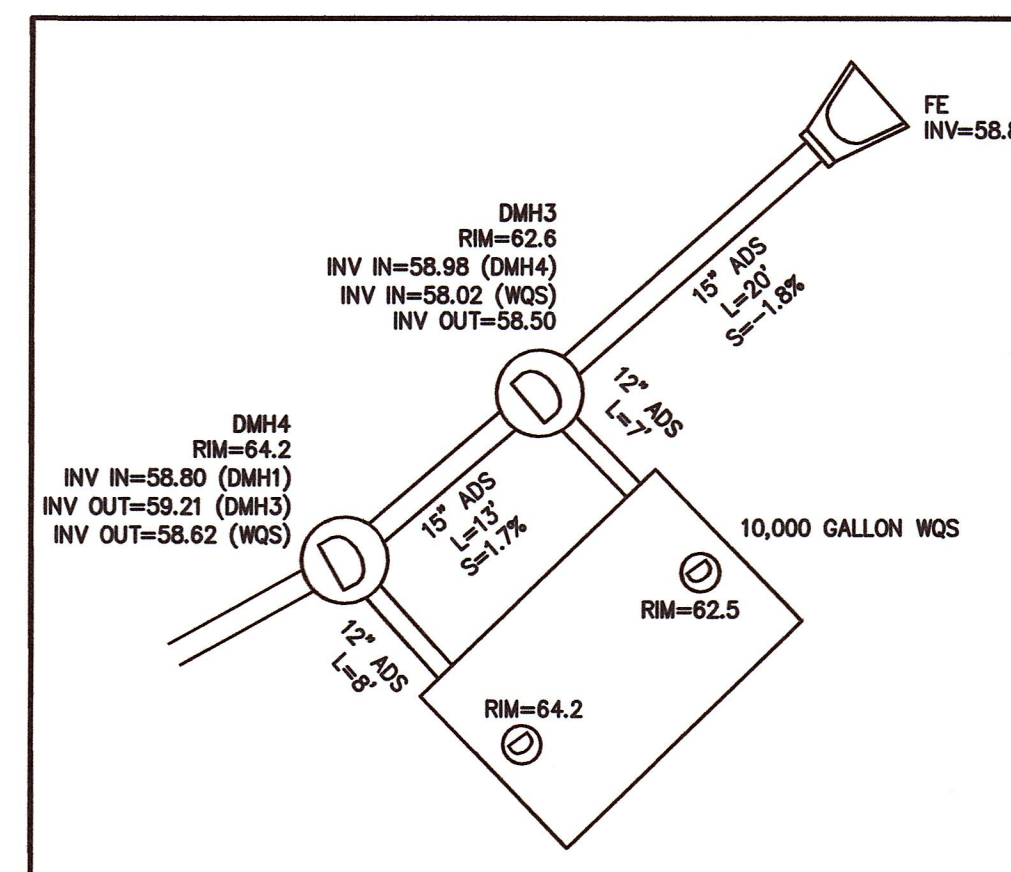


V-NOTCH WEIR CROSS-SECTION
NOT TO SCALE



PROFILE VIEW

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'

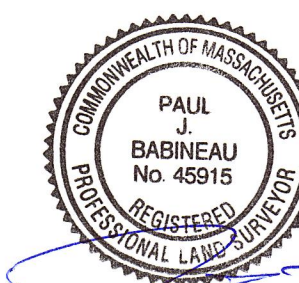


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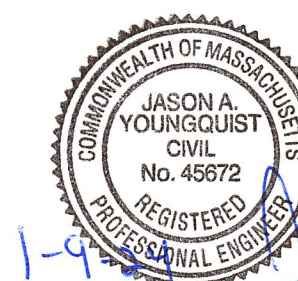
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ROADWAY AS-BUILT

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BRIDGEWATER
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www.outback-eng.com

DATE: DECEMBER 13, 2023

DRAWN BY: K.A.D. CHECKED BY: P.J.B.

SCALE: 1"=40' SHEET 1 OF 1

0' 40' 80' 120'

OE-3382



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/4/2025
First Reading: 2/4/2025
Second Reading: 2/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 2/18/2025
Date Effective: 3/18/2025

Order O-FY25-037: Acceptance of Donation - Oliari Charitable Foundation

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows: “An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a Donation award from Oliari Charitable Foundation for \$45,000 to the Town of Bridgewater to be split evenly between the Police Department, the Fire Department and the library.

NOW THEREFORE, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the donation in accordance with stated purpose thereof.

Explanation:

The Oliari Charitable Foundation has graciously donated \$45,000 to be split evenly between the Police Department, the Fire Department and the library and the funds are to be used at the sole discretion of the respective department heads.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 2/18/25: voted 3-0 to recommend.

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 2/18/25: voted 5-0 to recommend
<ul style="list-style-type: none">•	<ul style="list-style-type: none">•

Attachments: 1. Oliari Donation \$45000 12.27.24

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, February 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

27 December 2024

Blythe Robinson
Acting Town Manager
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

Dear Ms. Robinson:

This letter is to attest that The Oliari Charitable Foundation is making a donation in the amount of \$45,000.00 to the Town of Bridgewater to be split evenly between the Police Department, the Fire Department, and the library. The funds are to be used at the sole discretion of the respective department heads.

Thank you in advance for your cooperation in this matter. Should you have any questions, please do not hesitate to reach out.

Warm Regards,



Danielle M Oliari
Board Chairperson
Oliari Charitable Foundation
Danielle.oliari@cntdep.com



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/4/2025
First Reading: 2/4/2025
Second Reading: 2/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 2/18/2025
Date Effective: 3/18/2025

Order O-FY25-038: Acceptance of Grant – Firefighter Safety Grant Equipment Program

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows: “An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a grant award from the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) in the amount of \$10,981.59 for the Firefighter Safety Grant Equipment Program for the State Fiscal Year 2025.

NOW THEREFORE, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the donation in accordance with stated purpose thereof.

Explanation:

The Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the Bridgewater Fire Department \$10,981.59 to the Firefighter Safety Grant Equipment Program. The contract, terms and conditions for the program will be provided by DFS. These funds will cover the costs for new updated safety equipment including: combustible gas detector, HCN detector, hand tools, PPV fan & a handheld thermal imager.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
-------------	----------------

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none"> • Budget & Finance 	<ul style="list-style-type: none"> • 2/18/25: voted 3-0 to recommend
<ul style="list-style-type: none"> • Finance Committee 	<ul style="list-style-type: none"> • 2/18/25: voted 5-0 to recommend

Attachments: 1. Department of Fire Services Safety Equipment Grant Program

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, February 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

January 17, 2025

Chief John Schlatz
Town of Bridgewater
22 School Street
Bridgewater, MA 02324

Dear Chief Schlatz,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the Town of Bridgewater Fire Department \$10,981.59 in State Fiscal Year 2025 funding for the Firefighter Safety Equipment Grant Program.

With each new challenge, the fire service in Massachusetts demonstrates its ability to adapt, overcome, and continue providing the excellent level of services that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The Healey-Driscoll Administration is committed to supporting local fire departments and working with communities to come into compliance with the MBTA Communities Law, which is an essential component of our efforts to make housing more affordable. Due to the recent Supreme Judicial Court ruling, all communities have additional time to come into compliance with the MBTA Communities Law, so no community is being denied a fire safety grant for not being in compliance at this time. Compliance will be taken into consideration for future grant rounds, as it will be for all discretionary grant programs.

The contract, terms and conditions, and other documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov for contract terms, conditions, and other award documents.
Sincerely,

Handwritten signature of Maura T. Healey in blue ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in blue ink.

LT. GOVERNOR KIMBERLEY DRISCOLL

CC: Confidential Executive Assistant Renee Rushton



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/4/2025
First Reading: 2/4/2025
Second Reading: 2/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 2/18/2025
Date Effective: 3/18/2025

Order O-FY25-039: Adoption of a 5-Year Capital Improvement Plan

ORDERED, in accordance with Charter Section 6-6 of the Bridgewater Home Rule Charter, that the Town Council assembled vote to adopt the 2025-2030 Capital Improvement Program as attached.

Explanation:

The 2025-2030 Capital Improvement Program is presented for adoption by the Council. It is a multi-year guide, but not an appropriation. The plan changes from year-to-year as revised or new items are added or amended.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">2/18/25: voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">2/18/25: voted 5-0 to recommend

Attachments: 1. Capital Improvment Plan FY25 through FY30 Finalv3

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, February 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Final Capital Improvement Program



2025 - 2030

Town of Bridgewater, Massachusetts

CAPITAL IMPROVEMENT PROGRAM

Table of Contents

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Capital Improvement Program Sources & Uses	11-14
Capital Improvement Program Detail Plan by Department.....	15-21
Capital Improvement Program Plan by Funding Source	22
Finance Team Report	23



Laurie Guerrini

Finance Director

February 1, 2025

To: Town Council and Residents

It is my pleasure to submit the FY2025 - 2030 Capital Improvement Program (CIP). As per the Town Charter, the Town Council reviews the Proposed Capital Improvement Program, adopts it, and appropriates funds for each recommended capital project as funding becomes available.

The careful coordination between the planned acquisition of capital and the annual budget appropriation is a key component of the Town's capital Program.

The ability of the Town to fund capital projects rests largely on the shoulders of our "free cash." Very basically, free cash is the amount of funds remaining after the Town expends the fiscal year budget. It represents the difference between general fund actual revenues and general fund actual expenses. In future years, the CIP will be incorporated in its entirety as a separate and distinct section of the annual operating budget package. While the physical document continues to be improved, the focus again in FY2025 is on the financing of the projects themselves, as the Town seeks to fund more projects using available funds and other funding mechanisms such as borrowing, grants, ARPA, Community Preservation Act funds, tax incentive financing, and district infrastructure financing.

CIP Funding

The process of preparing the CIP and the FY2025 Capital Budget has remained essentially the same as in the past. Pursuant to the Council policy, Free Cash provides a recurring funding source for many capital projects. The most common alternative funding source, other than free cash, is generally municipal borrowing.

The following are explicitly authorized uses of Free Cash under the Council-adopted Free Cash Policy guidelines:

1. Meet Stabilization Fund Balance Goals
2. Meet Retirement Separation Benefit Objectives
3. Fund Projects in the Capital Improvement Program
4. Meet One Time/Unforeseen Expenditures & Emergency Appropriation Objectives
5. Meet Current Special Use Objectives: OPEB Funding

Under these guidelines, one appropriate use of free cash is to fund the Capital Stabilization Fund and thus capital projects. The financing of small capital projects or equipment through debt is not considered a best practice for a community our size. Bond rating agencies prefer to see cities and towns use a pay-as-you-go approach for smaller capital projects. The one-time nature of the funding source makes it an excellent match for one-time capital expenditures. If for some reason sufficient reserves do not exist for a given year, the Town may choose other funding mechanisms, or delay the project, without having an immediate impact on the operating budget and related services.

The FY 2025 Capital Program - Free Cash Context

The Free Cash Policy represents the Town's agreed upon and principled approach to how this unpredictable or non-recurring revenue source will be used. The policy guides our decision-making process based upon sound financial planning practices and sets realistic and sustainable goals.

At the conclusion of FY24, Free Cash was certified at \$3,517,736 million. Of the total Free Cash, \$2,349,787 was transferred to the Capital Stabilization Fund. The FY2025 Capital Budget will require the use of \$1,043,500 & FY26 lease obligations of \$723,128 out of the Capital Stabilization Funds as follows:

O-FY26-xxx – FY26 Capital Lease/Payment Obligations \$723,128

O-FY26-xxx – FY26 School District BRRSD Capital (Est) \$1,100,000

O-FY25-xxx – FY25 Town Capital \$1,043,500

As a backdrop to this year's Program the following schedule shows the use of the Free Cash certified on July 1, 2024.

FY2025 Adopted Free Cash		
Free Cash Certification as of 7/1/2024	\$3,517,736.00	
Stabilization Fund	\$500,000.00	14%
Capital Stabilization Fund	\$2,349,787.00	67%
Other Onetime /Unforeseen	\$367,949.00	10%
Employment Liability	\$200,000.00	6%
OPEB	\$100,000.00	3%

The FY 2025 Capital Program - Stabilization Fund Context




























The Town currently maintains a Stabilization Fund which is the Town's equivalent of a rainy-day fund. As a best practice, the Town will endeavor to maintain a Stabilization Fund large enough to buffer the General Fund from the impact of two to five years of reduced state aid, declining local receipts, and/or a decline in new growth. As demonstrated during the recent COVID-19 pandemic, the importance of keeping the Town's Stabilization Fund well-funded cannot be overstated. As of 12/31/2024, the balance in the Town's Stabilization Fund is **\$8,267,717** and the balance in the Capital Stabilization Fund is **\$2,875,628**. Once the books are closed for FY2025, the Free Cash certification and allocation will be again addressed for FY2026 Appropriations.

Bridgewater's financial policy calls for reserves of between 5% and 10% of the Town's operating budget. Currently the Town's stabilization reserves are just slightly over 10% of the FY25 operating budget. As the operating budget continues to grow at a rate of 3+% annually the relative level of reserves will decline without additional and consistent contributions. The planned annual contribution therefore will be an amount which will maintain a fund reserve balance equal to 10% of our operating budget.

FY2025 - 2026 Proposed Capital Budget

In terms of the Proposed Capital budget, the table below reflects the Town capital projects which may be brought forward for approval by the Town Council.





























The proposed FY 2025 - 2026 Capital Budget totals \$40 million, funded by Alternative Funding Sources, Capital Stabilization Fund, CPA, Chapter 90, Town/School Debt Exclusion, ARPA, OAF(*Grants*)

Town of Bridgewater FY 2025 - 2026 Capital Improvement Program		
Dept 	Department 	2025-2026
 100  General Gov.		180,000
 155  IT		371,000
 192  Public Buildings & Property Maintenance		6,384,213
 210  Police		605,318
 220  Fire		1,145,673
 300  Bridgewater Middle School		3,270,000
300  Williams Intermediate School		3,555,000
300  District Wide		263,415
300  High School		2,715,489
 302  Bristol Plymouth School		1,010,759
 420  DPW Hwy		508,537
 422  Roadways Construction and Maintenance		18,520,290
 610  Library		307,842
 630  P & R		1,456,000
Grand Total		40,293,535

FY2025 - 2030 Proposed Capital Budget

In terms of the Five-Year Proposed Capital budget, the tables below and on the following pages, reflect the capital projects which may be brought forward for approval by the Town Council.

The proposed FY 2025 - 2030 Capital Budget totals \$101,792,556 million, funded by Alternative Funding Sources, Capital Stabilization Fund, CPA, Chapter 90, Town/School Debt Exclusion, ARPA/OAF

Town of Bridgewater FY 2025 - 2030 Capital Improvement Program		
Funding Requirements		
Dept 	Department 	2025-2030
 100  General Gov.		180,000
 155  IT		371,000
 192  Public Buildings & Property Maintenance		7,580,213
 210  Police		605,318
 220  Fire		3,411,643
 300  Bridgewater Middle School		3,940,000
300  Mitchell Elementary School		70,000
300  Williams Intermediate School		3,965,000
300  District Wide		263,415
300  High School		2,808,376
 302  Bristol Plymouth School		6,414,608
 420  DPW Hwy		897,580
 422  Roadways Construction and Maintenance		69,462,273
 610  Library		367,130
 630  P & R		1,456,000
Grand Total		101,792,556

It should be clearly noted that projects listed in the Capital Improvement Program for years other than FY2025 will not be authorized at this time. Projects in these “out years” serve mainly as a guide for future planning and are subject to re-analysis and further review before incorporation into a future capital budget. Both the Capital Improvement Program (CIP) and the Capital Budget are developed annually in accordance with Section 6 of the Bridgewater Home Rule Charter. One of the long-term goals of the Town Manager has been to move toward funding small capital items with available funds, such as Free Cash, and avoid the expense associated with incurring debt for smaller capital items.

Part of this CIP document contains the Finance Team’s evaluation and recommendation of the proposed capital projects. The report is a reference for citizens reviewing the CIP and provides additional detail regarding how projects are prioritized. Interested readers are strongly encouraged to review the report.

Closing Comments

In closing, it is obvious that the Town continues to make tremendous strides in identifying capital needs throughout the Town and improving its capital improvement planning process. The attached Capital Improvement Program and FY2025 Capital Budget continue to recognize the Town’s ongoing responsibility to maintain its capital facilities, equipment, and infrastructure, and to make the capital investments necessary to meet the service demands of our community. The Capital Improvement Program also recognizes the Town’s responsibility to limit such undertakings to a sustainable level that will preserve the fiscal integrity of the Town.

I wish to extend my sincere thanks to the Finance Team, Department Team Leaders, and our hard-working staff for their assistance in the preparation of this document.

Respectfully submitted,

Laurie Guerrini
Finance Director

INTRODUCTION

In a continuing effort to provide clear documents to our citizens, the Town has endeavored to provide a straightforward introductory section that answers the most commonly asked questions regarding capital planning in Bridgewater. The following questions and answers define terms, describe processes, and detail the needs and benefits of Bridgewater's capital planning activities.

I. What is the Capital Improvement Program

The Capital Improvement Program (CIP) is a multi-year plan used to coordinate the financing and timing of major public improvements for the Town of Bridgewater. It contains a list of capital projects proposed for the Town within the next five-seven years and reflects the recommendations of citizens, boards, commissions, and staff from each of the Town departments. The CIP identifies each proposed project and presents a summary description, estimate of cost, method of financing, and a schedule of implementation. The Capital Improvement Program constitutes a rational plan for preserving, as well as adding to the capital assets of the Town.

II. What are Capital Assets and Capital Projects?

A capital asset is a new or rehabilitated physical asset that is of a non-recurring nature, has a useful life of at least five years, and is of significant value. Capital projects are undertaken to acquire capital assets and are differentiated from ordinary repairs or maintenance of a recurring nature. Examples of capital projects include land acquisitions, construction or major improvements to public buildings, road construction, and the acquisition of large equipment. For our purposes, projects submitted must exceed \$10,000 in (aggregate) value currently to qualify for inclusion in the *Town of Bridgewater's Capital Improvement Program*.

III. What is the difference between the Capital Improvement Program and the Capital Budget?

The first year of the Capital Improvement Program is a comprehensive long-term look at the capital needs throughout the Town and the Regional School District. The Capital Budget consists of those capital projects which, through the prioritization process and in accordance with the Town Charter, are annually approved and funded by the Town Council. Projects listed for subsequent years in the CIP are listed for planning purposes only, and do not receive ultimate go ahead until they are incorporated into a capital budget and approved by the Town Council.

IV. How is the Operating Budget Related to the Capital Improvement Program?

The Town of Bridgewater prepares a Capital Budget separate from the Operating Budget, yet the two are closely linked. The annual Operating Budget provides for general municipal service delivery, including personnel service costs, supplies and other contractual services, and certain capital equipment. Revenues for the Operating Budget are derived primarily from recurring taxes, intergovernmental sources, and user fees. Appropriations to the annual Operating Budget are for a single fiscal year.

In contrast, the Capital Improvement Program is a multi-year projection designed to propose expenditures which add to the physical assets of the Town. Capital projects typically require expenditures which take place beyond a single fiscal year; funding with debt because of significant costs to be shared by current and future beneficiaries; systematic acquisition over an extended period of time in order to implement major operating systems or programs; and scheduled replacement or maintenance of specific elements of physical assets. Revenues for capital projects are most often derived from the sale of municipal bonds (borrowing), State & Federal Grants (when available) or can be supported by one-time funding sources, such as donations and the capital stabilization account.

Notwithstanding the differences between the two, the Operating Budget and Capital Improvement Program are closely interwoven inasmuch as operating costs related to capital projects need to be estimated and provided for in the Operating Budget. Many capital projects, such as new schools or new municipal buildings, have an impact on the operating costs of those facilities once they are opened. The Town's practice is to attempt to project the net effect a capital project will have on the operating budget. Maintenance and repair costs may be lower in a new facility, but it may cost more to staff and run the larger facility as well. In addition, since most large capital projects are financed through municipal debt, repayment of that debt becomes part of the operating budget and affects the Town's fiscal forecasting models. The necessity to incur some degree of debt to finance the Capital Improvement Program carries with it the burden of effectively managing that debt within the Town's financial resources.

V. Why do we need a CIP?

The CIP provides a means of coordinating and centralizing the capital project requests of various departments and agencies, thus eliminating wasteful overlap, duplication, and delay. It focuses attention on Bridgewater's goals and financial capability by comprehensively considering not only what capital projects Bridgewater needs, but equally as important, what it can afford. Additionally, the formalized process allows for a predictable timeline to study the projects, encourages public discussion of proposed undertakings, and allows Town citizens the opportunity to provide input, advice, and recommendations with respect to proposed projects and expenditures.

VI. How does Capital Programming save the Town money?

Investors and bond rating agencies stress the value of CIP for a municipality seeking to borrow funds. In fact, the five-seven-year capital program is referenced in every Offering Statement for Town of Bridgewater bonds. The absence of a rational, long-term planning instrument would weigh against the bond rating assigned to Bridgewater by rating agencies and the result would be higher interest rates on bond issues and more tax dollars going to pay for the interest on loans. Bridgewater currently enjoys a good credit rating of Aa3 by Moody's Investor Service. Thus, very real and tangible cost savings result from the use of our Capital Improvement Program.

Another financial benefit from the capital programming process is the avoidance of poorly timed projects. Good planning can ensure that capital improvement efforts are coordinated, and costly duplication is avoided. In addition, significant savings can be accrued to taxpayers when major capital financing is coordinated so that bond issues are sold infrequently, but at good times during the economic cycle to take advantage of low interest rates. The development of a Capital Improvement Program ensures sound fiscal and capital planning.

VII. How are Capital Projects financed?

An annual appropriation is not typically included in the Operating Budget for capital expenditures as a funding source to finance select capital projects. Other financing sources for Bridgewater's capital projects include state and federal grants, free cash, other available funds, and debt. The single largest source of financing for major capital projects is borrowing through the issuance of general obligation bonds. Much like mortgaging a house, borrowing allows the Town of Bridgewater to purchase expensive capital assets and spread the costs over the useful life of the asset, thus eliminating the need to temporarily raise taxes every time a large capital asset is acquired. In addition, debt allows current and future beneficiaries to share the cost of long-term capital improvements such as new schools, libraries, or roads. All borrowing is done strictly in accordance with the Town Charter and Massachusetts General Laws (MGLs).

VIII. How is the CIP developed?

The process for preparing the FY2025-2030 Capital Improvement Program and its associated FY2025 Capital Budget is essentially the same as in past years. It involves active participation by Department Heads working in conjunction with the Finance Team. The Capital Budget is prepared in the context of a six-to-ten-year determination of need by Departments, in conjunction with the Town's overall financial capacity to affordably accommodate the required debt service payments. Projected debt service payments and budgetary impacts are forecast annually to help ensure affordability and sustainability of the Capital Improvement Program.

Proposed projects are reviewed and prioritized based upon commonly used criteria such as health and safety factors, legal obligations and mandates, fiscal impact, environmental impact, community economic effects, and aesthetic and social effects on the quality of life experienced by Bridgewater residents. Projects are also examined in terms of their relationship to other projects, the Master Plan of Development, and their compatibility with Town-wide goals and objectives.

The process can be described as an iterative cycle with several distinct procedural steps. These steps and the approximate time frame in which they typically occur are described below. The process is also graphically illustrated in the Capital Projects Flow Chart following this introduction.

- *Late Summer*—Following the adoption of the Town Budget Departments are provided with their previously submitted multi-year requests for review, update, and the addition of additional years' items. While requests generally remain the same as in the initial request, there are occasionally changed circumstances which necessitate alterations to the requests. This information is returned to the Town Manager and Finance Director for General Government & Enterprise Fund projects.
- *Late Autumn / Early Winter* —The Finance Team meets to review the compiled information and begin scheduled meetings with the various Departments to evaluate the projects. The Finance Team meets to review the requests of specific Departments and the needs of the overall Town organization. The preliminary debt schedules are updated, and various financial forecasts completed in order to provide context to the Capital Budget as well as the multiple year Capital Improvement Program.
- *January/February* —The Capital Budget is finalized within the parameters of the established funding target plus any available funds such as free cash or previously approved but unexpended bond proceeds. In making final decisions, the process includes a determination of actual needs, and the prioritization of need based upon:
 - legal mandate,
 - strategic alignment,
 - value to residents,
 - public safety,
 - the effect of deferral.

Projects not approved for funding are typically deferred into the next budget year.

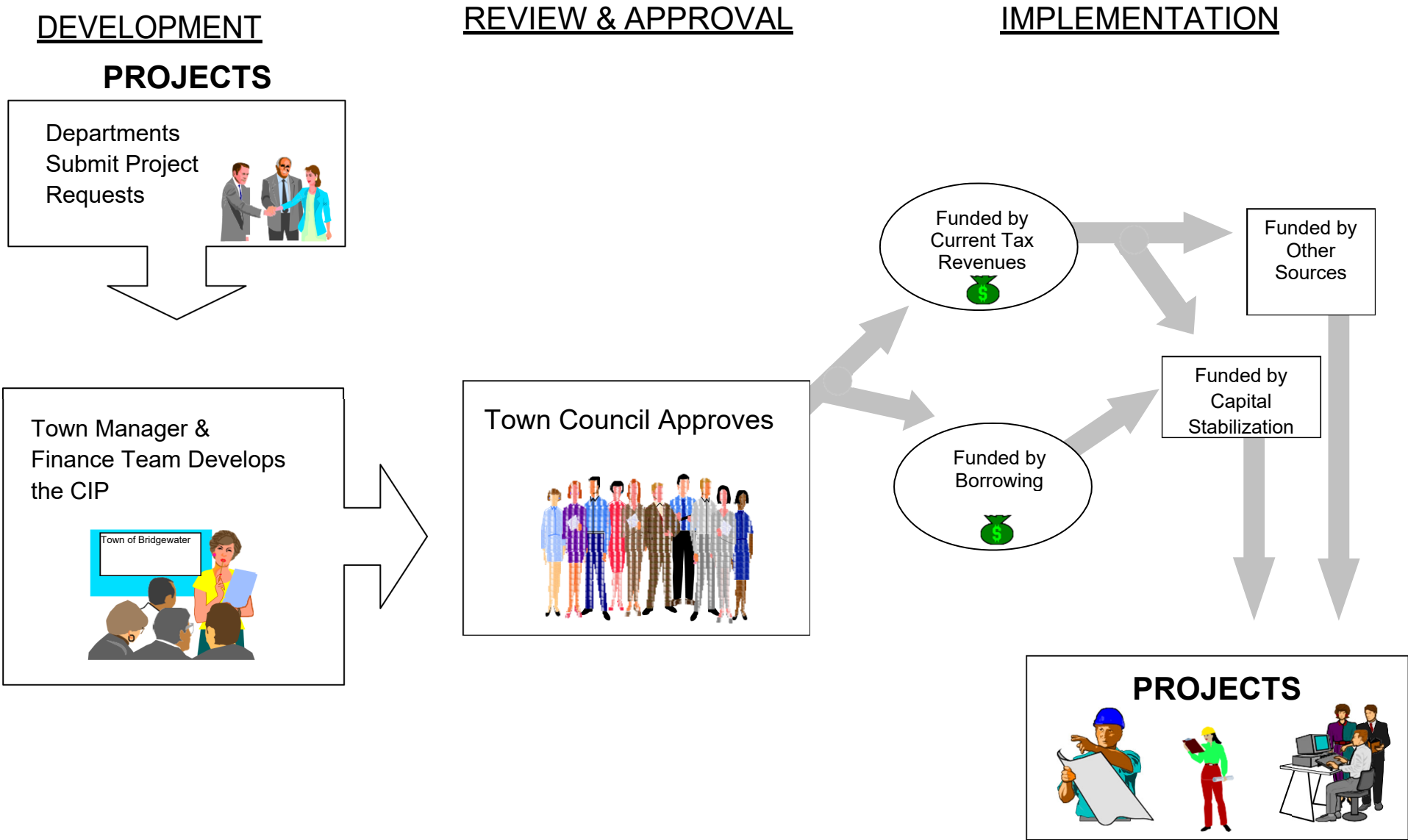
- *March* – Any recurring capital lease obligations, such as lease/purchase payments, are placed on an Order for Council vote.
- *March* - The Proposed Capital Improvement Program and Capital Budget is presented to the Town Council for consideration.
- *Late Autumn / Early Winter* – Once Free Cash is certified and allocations are made pursuant to the Council’s Free Cash Policy, the Bridgewater-Raynham Regional District portion of the Capital Budget is presented to the Council as an Order.

Throughout the ensuing fiscal year, Town staff monitors all the approved projects, and the following fall the Finance Team reconvenes to update the CIP all over again.

IX. Why must the CIP be continually updated?

The CIP must be reviewed annually by Town departments and others to ensure its effectiveness as a flexible, mid-range strategic plan that links the annual budget with our multi-year financial forecasts and the more static long-range Master Plan of Development. Each year, Town Council reviews the capital projects recommended by the Finance Team and the Town Manager through the CIP development process and approves a Capital Budget. Unfunded projects and those slated for subsequent years in the plan are acknowledged on a planning basis only and are not funded until they are incorporated into a Capital Budget and approved by the Town Council. In this respect, the CIP can be thought of as a “rolling” process because unfunded projects and those farther out in years typically move up after each year of review. However, it is important to note that each project contained in the CIP must be recommended every subsequent year and as priorities and monetary constraints change, projects may be moved up, moved back, or even eliminated from the plan. This comprehensive annual review is critical to maintaining fiscal responsibility as well as ensuring the future education, safety, and welfare of Bridgewater residents.

CAPITAL PROJECTS FLOW CHART



OVERVIEW – SOURCES

Town of Bridgewater FY 2025 - 2030 Capital Improvement Program

AFS=Alternative Funding Source - ARPA=American Rescue Plan - ARRA=Ambulance Receipts Reserved - CH90=Chapter 90 - CPC=Community Preservation Fund - CSF=Capital Stabilization Fund - DE=Debt Exclusion - MSBA=MA School Building Authority - OAF=Other Available Funds - WD=Water Debt

Funding Code	Funding Source	2025	2026	2027	2028	2029	2030	Grand Total
AFS	Alternative Funding Source	20,000	5,280,262	659,288				5,959,550
ARPA	ARPA	1,589,780						1,589,780
ARRA	Ambulance Receipts Reserved	95,000	185,103	185,103	185,103	95,000		745,310
CH 90	Chapter 90		718,971	718,971				1,437,941
CPC	Community Preservation	30,000	40,000					70,000
CSF	Capital Stabilization Fund	1,043,500	4,866,707	971,033	705,945	560,858	310,858	8,458,901
DE	Debt Exclusion	-	12,286,561	24,279,394	20,811,771	1,651,222	2,105,000	61,133,947
MSBA	MSBA		6,500,000					6,500,000
OAF	Other Available Funds	3,000,000	27,114					3,027,114
WD	Water Debt		4,610,538	3,220,673	5,038,801			12,870,012
Grand Total		5,778,280	34,515,255	30,034,462	26,741,620	2,307,080	2,415,858	101,792,556
	*Roadway Infrastructure is currently under review							
	*Library Assessment underway							
	*School not updated for 2026+							

OVERVIEW – USES

Town of Bridgewater FY 2025 - 2030 Capital Improvement Program								
AFS=Alternative Funding Source - ARPA=American Rescue Plan - ARRA=Ambulance Receipts Reserved - CH90=Chapter 90 - CPC=Community Preservation Fund - CSF=Capital Stabilization Fund - DE=Debt Exclusion - MSBA=MA School Building Authority - OAF=Other Available Funds - WD=Water Debt								
Dept	Department	2025	2026	2027	2028	2029	2030	Grand Total
100	General Gov.		180,000					180,000
155	IT	146,000	225,000					371,000
192	Public Buildings & Property Maintenance	3,437,500	2,946,713	1,070,000	42,000	42,000	42,000	7,580,213
210	Police	270,000	335,318					605,318
220	Fire	471,482	674,191	798,827	751,827	495,158	220,158	3,411,643
300	Bridgewater Middle School		3,270,000			200,000	470,000	3,940,000
300	Mitchell Elementary School					70,000		70,000
300	Williams Intermediate School		3,555,000	275,000			135,000	3,965,000
300	District Wide		263,415					263,415
300	High School		2,715,489	92,887				2,808,376
302	Bristol Plymouth School	-	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	6,414,608
420	DPW Hwy	314,115	194,422	194,422	97,221	48,700	48,700	897,580
422	Roadways Construction and Maintenance	1,139,183	17,381,107	26,361,338	24,580,645			69,462,273
610	Library		307,842	59,288				367,130
630	P & R		1,456,000					1,456,000
Grand Total		5,778,280	34,515,255	30,034,462	26,741,620	2,307,080	2,415,858	101,792,556
	*Roadway Infrastructure is currently under review							
	*Library Assessment underway							
	*School not updated for 2026+							

OVERVIEW – SOURCES & USES PROJECTS

Town of Bridgewater FY 2025 - 2030 Capital Improvement Program							
Funding Requirements							
Funding Source	2025	2026	2027	2028	2029	2030	Grand Total
CSF - Capital Stabilization Fund	1,043,500	4,866,707	971,033	705,945	560,858	310,858	8,458,901
Other Cash Contributions							
AFS - Alternative Funding Sources	20,000	5,280,262	659,288	-	-	-	5,959,550
ARRA Federal Funding	1,589,780	-	-	-	-	-	1,589,780
ARRA - Ambulance Receipts Reserved for Appropriation	95,000	185,103	185,103	185,103	95,000	-	745,310
CH 90 - Municiple State Grant fo Improving Public Ways	-	718,971	718,971	-	-	-	1,437,941
CPC - Community Preservation Commision (Act)	30,000	40,000	-	-	-	-	70,000
MSBA - Massachusetts School Building Authority	-	6,500,000	-	-	-	-	6,500,000
OAF - Other Available Funds	3,000,000	27,114	-	-	-	-	3,027,114
Total Other Cash Contributions	4,734,780	12,751,450	1,563,362	185,103	95,000	-	19,329,695
WD - Water Debt (Debt Serviced by Incresed Water Rates)	-	4,610,538	3,220,673	5,038,801	-	-	12,870,012
DE - Debt Exclusion (Debt Serviced by Tax Rate)	-	12,286,561	24,279,394	20,811,771	1,651,222	2,105,000	61,133,947
Total Source Requirement	5,778,280	34,515,255	30,034,462	26,741,620	2,307,080	2,415,858	101,792,556
Funding Use	2025	2026	2027	2028	2029	2030	Grand Total
IT	146,000	225,000	-	-	-	-	371,000
General Government -Elect Vehicles	-	180,000	-	-	-	-	180,000
Public Buildings & Property Maintenance	3,437,500	2,946,713	1,070,000	42,000	42,000	42,000	7,580,213
Police	270,000	335,318	-	-	-	-	605,318
Fire	471,482	674,191	798,827	751,827	495,158	220,158	3,411,643
Bridgewater Middle School	-	3,270,000	-	-	200,000	470,000	3,940,000
Mitchell Elementary School	-	-	-	-	70,000	-	70,000
District Wide - % Bridgewater Varies Based on School Enrollment	-	263,415	-	-	-	-	263,415
High School - % Bridgewater Varies Based on School Enrollment	-	2,715,489	92,887	-	-	-	2,808,376
Williams Intermediate School	-	3,555,000	275,000	-	-	135,000	3,965,000
Bristol Plymouth	-	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	6,414,608
DPW Hwy	314,115	194,422	194,422	97,221	48,700	48,700	897,580
Roadways Construction and Maintenance (Roads/Drainage/Waterline)	1,139,183	17,381,107	26,361,338	24,580,645	-	-	69,462,273
Library	-	307,842	59,288	-	-	-	367,130
P & R	-	1,456,000	-	-	-	-	1,456,000
Total Use Requirement	5,778,280	34,515,255	30,034,462	26,741,620	2,307,080	2,415,858	101,792,556

OVERVIEW – DEBT PROGRAMS -DEBT FINANCING PLAN

Town of Bridgewater Capital Plan Items by Asset Group - Projected Debt Requirement FY 2025 - FY2030												
Dept	Department	Fund	Asset Type	Project N	Description	2025	2026	2027	2028	2029	2030	Grand Total
192	Public Buildings & Property Maintenance	DE	BLDG & BLDG IMPROV	192.29	Library - Windows		95,000					95,000
			BLDG & BLDG IMPROV Total				95,000					95,000
			OTHER INFRASTRUCTURE	192.02	Academy Building Parking Expansion			400,000				400,000
				192.22	Senior Center Parking Lot Repair and Repave		100,000					100,000
				192.41	Police Station - Expanded Parking		195,000					195,000
			OTHER INFRASTRUCTURE Total				295,000	400,000				695,000
	Public Buildings & Property Maintenance Total						390,000	400,000				790,000
300	Bridgewater Middle School	DE	BLDG & BLDG IMPROV	300.05	BMS Upgrade HVAC Controls					200,000		200,000
				300.09	BMS Replace Existing Generator - 1960		125,000					125,000
				300.14	BMS FIRE PANEL UPGRADE - Under Review						150,000	150,000
			BLDG & BLDG IMPROV Total				125,000			200,000		475,000
			OTHER INFRASTRUCTURE	300.12	BMS Resurface 4 Tennis Courts and add 1 New* - Under review.						320,000	320,000
			OTHER INFRASTRUCTURE Total								320,000	320,000
	Bridgewater Middle School Total						125,000			200,000	470,000	795,000
	Williams Intermediate School	DE	BLDG & BLDG IMPROV	300.51	WIS HVAC Controls Upgrade			275,000				275,000
			BLDG & BLDG IMPROV Total					275,000				275,000
			OTHER INFRASTRUCTURE	300.46	WIS Install Asphalt Rear of Building - Under Review						135,000	135,000
			OTHER INFRASTRUCTURE Total								135,000	135,000
	Williams Intermediate School Total							275,000			135,000	410,000
	High School	DE	BLDG & BLDG IMPROV	300.26	HS HVAC Terminal & Packaging Units		1,833,300					1,833,300
				300.34	HS Replace HVAC Controls		415,548					415,548
			BLDG & BLDG IMPROV Total				2,248,848					2,248,848
			OTHER INFRASTRUCTURE	300.28	HS LED Lighting Upgrades		152,775					152,775
			OTHER INFRASTRUCTURE Total				152,775					152,775
	High School Total						2,401,623					2,401,623
302	Bristol Plymouth School	DE	BLDG & BLDG IMPROV	302.01	Bristol Plymouth School Bond - % based on enrollment: Currently at 12.55%	908,678	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	7,323,286
			BLDG & BLDG IMPROV Total			908,678	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	7,323,286
	Bristol Plymouth School Total					908,678	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	7,323,286
422	Roadways Construction and Maintenance	DE	ROADWAYS & DRAINAGE	422.15	Vernon Street Opt 2 - Pleasant to Green - Roadways			11,220,867				11,220,867
					Vernon Street Opt 2 - Pleasant to Green - Drainage			6,052,299				6,052,299
				422.25	Deerfield Street-Roadways/Curbing & Sidewalks				3,293,470			3,293,470
					Deerfield Street-Drainage				3,356,665			3,356,665
				422.27	Cross Street Opt 2 - Vernon St to South St - Roadways - Box Widening - Bike Lanes		5,402,608					5,402,608
					Cross Street Opt 2 - Vernon St to South St - Drainage		2,956,571					2,956,571
				422.28	Green Street Opt 2 - Water Main - Mill & Overlay - Roadways				353,385			353,385
					Green Street Opt 2 - Water Main - Mill & Overlay - Drainage				37,268			37,268
				422.29	South Street Opt 1 - Crescent St to Central Sq - Roadways - Box Widening - Paving - 5' Bike Lanes			3,337,030				3,337,030
					South Street Opt 1 - Crescent St to Central Sq - Drainage			1,811,498				1,811,498
				422.30	Main St - Center St to Central Sq - Roadways				5,234,450			5,234,450
					Main St - Center St to Central Sq - Drainage				2,132,115			2,132,115
				422.33	Downtown Gateway Project - Roadways				5,134,490			5,134,490
			ROADWAYS & DRAINAGE Total				8,359,179	22,421,694	19,541,844			50,322,716
		WD	WATER LINES	422.15	Vernon Street Opt 2 - Pleasant to Green - Water			2,145,564				2,145,564
				422.25	Deerfield Street-Water Lines				2,165,638			2,165,638
				422.27	Cross Street Opt 2 - Vernon St to South St - Water Lines		2,397,312					2,397,312
				422.28	Green Street Opt 2 - Water Main - Mill & Overlay - Water Lines				813,700			813,700
				422.29	South Street Opt 1 - Crescent St to Central Sq - Water Lines			1,075,109				1,075,109
				422.30	Main St - Center St to Central Sq - Water Lines				2,059,463			2,059,463
				422.24d	Flagg Street-Water Lines		2,213,226					2,213,226
			WATER LINES Total				4,610,538	3,220,673	5,038,801			12,870,012
	Roadways Construction and Maintenance Total						12,969,716	25,642,367	24,580,645			63,192,729
	Grand Total					908,678	16,897,098	27,500,067	25,850,572	1,651,222	2,105,000	74,912,638

*Roadways and infrastructure needs beyond 2028 have not yet been updated in this plan, due to insufficient funding in place to address in past 2/3 years prioritized roadway projects listed as critical, that have been pushed out each year. There must be comprehensive funding secured to move beyond the current years as listed.

Detail Capital Plan – Dept. & Year

Town of Bridgewater Capital Improvement Program						
AFS= Alternative Funding Source - ARPA= American Rescue Plan - ARRA= Ambulance Receipts Reserved - DE= Debt Exclusion - OAF= Other Available Funds - CH90= Chapter 90 - CSF= Capital Stabilization Fund - CPC=Community Preservation Fund - MSBA= MA School Building Authority - SCTF= Senior Center Trust Fund						
Project Funded		N	FY 2025 - FY 2030			
Dept	Department	Project N	Description	Funding Co	2026	Grand Total
100	General Gov.	100.01a	Vehicle - Electric 1	AFS	45,000	45,000
			Vehicle - Electric 2 - Honda	AFS	45,000	45,000
			Vehicle - Electric 3 - MBC	AFS	45,000	45,000
			Vehicle - Electric 4 - MBC	AFS	45,000	45,000
	General Gov. Total				180,000	180,000
Grand Total					180,000	180,000

Town of Bridgewater Capital Improvement Program FY2025-FY2030							
AFS= Alternative Funding Source - ARPA= American Rescue Plan - ARRA - Ambulance Receipts Reserved - DE= Debt Exclusion - OAF= Other Available Funds - CH90= Chapter 90 - CSF= Capital Stabilization Fund - CPC=Community Preservation Fund - MSBA= MA School Building Authority - SCTF= Senior Center Trust Fund							
Balance to					Fiscal Year		
Dept	Department	Project N	Description	Funding	2025	2026	Grand Total
155	IT	155.30	iPads Upgrade for Community Resource Departments	CSF		40,000	40,000
		155.31	WiFi Network Update & Extension	CSF	90,000		90,000
		155.32	Server Room Equipment Upgrade (Academy Building)	CSF		135,000	135,000
		155.43	Town Computer Upgrade	CSF	50,000		50,000
		155.45	Town Computer Upgrade	CSF		50,000	50,000
		155.46	Town Fiber - Pole transfers	CSF	6,000		6,000
Grand Total					146,000	225,000	371,000

Detail Capital Plan – Dept. & Year

Town of Bridgewater Capital Improvement Program

AFS= Alternative Funding Source - ARPA= American Rescue Plan - ARRA - Ambulance Receipts Reserved - DE= Debt Exclusion - OAF= Other Available Funds - CH90= Chapter 90 - CSF= Capital Stabilization Fund - CPC=Community Preservation Fund - MSBA= MA School Building Authority - SCTF= Senior Center Trust Fund

Project Funded (Y/N)		FY 2025- FY 2030										
Dept	Department	Project N	Description	Funding Co	2025	2026	2027	2028	2029	2030	Grand Total	
192	Public Buildings & Property Maintenance	192.01	Town Lot Parking Central Square Parking - Reconstruction	AFS		100,000					100,000	
		192.02	Academy Building Parking Expansion	DE			400,000				400,000	
		192.06	Public Parking Garage	AFS		1,000,000					1,000,000	
		192.13	Shade Tree Management Program	CSF		100,000					100,000	
		192.14	Downtown Paid Parking	AFS			600,000				600,000	
		192.21	Roadways Building - Upgrade	CSF		300,000					300,000	
		192.22	Senior Center Parking Lot Repair and Repave	DE		100,000					100,000	
		192.27	Library - Carpet Replacement	CSF		83,000					83,000	
		192.28	Library - Interior Painting & Furniture	CSF		56,325					56,325	
		192.29	Library - Windows	DE		95,000					95,000	
		192.40	Police Station - Replace Rubber Roofing	CSF	170,000						170,000	
		192.41	Police Station - Expanded Parking	DE		195,000					195,000	
		192.43	Police Station - Reconstruct Interior - 2nd Interview Room	CSF	95,000						95,000	
		192.50	Electric Vehicle Charging Stations Phase III (Library)	OAF		27,114					27,114	
		192.62	Historical Archive/Museum	CSF		175,000					175,000	
		192.65	Vault Improvement	CSF	15,000						15,000	
		192.66	Hanson Farm Preservation	OAF	3,000,000						3,000,000	
		192.66	Hanson Farm Preservation Town Match	CPC	30,000						30,000	
		192.73	Senior Center Grounds Improvement	CSF		645,274					645,274	
		192.75	Garage Heaters - Highway Building - 151 High St	CSF	17,500						17,500	
		192.76	Flagpoles Academy Building Project	AFS	20,000						20,000	
		192.77	Library Building Assessment	CSF	40,000						40,000	
		192.78	ADA Assessment Town Buildings	CSF	50,000						50,000	
		300.00	Old High School Purchase (6 of 12) 1-7@70,000 5@42,000	CSF		70,000					70,000	
		300.00	Old High School Purchase (7 of 12) 1-7@70,000 5@42,000	CSF			70,000				70,000	
300.00	Old High School Purchase (8 of 12) 1-7@70,000 5@42,000	CSF				42,000			42,000			
300.00	Old High School Purchase (9 of 12) 1-7@70,000 5@42,000	CSF					42,000		42,000			
300.00	Old High School Purchase (10 of 12) 1-7@70,000 5@42,000	CSF						42,000	42,000			
Public Buildings & Property Maintenance Total					3,437,500	2,946,713	1,070,000	42,000	42,000	42,000	7,580,213	
Grand Total					3,437,500	2,946,713	1,070,000	42,000	42,000	42,000	7,580,213	

Detail Capital Plan – Dept. & Year

Town of Bridgewater Capital Improvement Program

AFS= Alternative Funding Source - ARPA= American Rescue Plan - ARRA - Ambulance Receipts Reserved - DE= Debt Exclusion - OAF= Other Available Funds - CH90= Chapter 90 - CSF= Capital Stabilization Fund - CPC=Community Preservation Fund - MSBA= MA School Building Authority - SCTF= Senior Center Trust Fund

Project Funded (Y/N) N					FY 2025 - FY 2030							
Balance to					Fiscal Year							
Dept	Department	Project N	Description	Funding Co	2025	2026	2027	2028	2029	2030	Grand Total	
210	Police	210.20	Body Worn Camera System (5 of 5)	CSF		65,318					65,318	
		210.21	Replace 2 Police Vehicles - 1 Specialty Vehicle	CSF	270,000						270,000	
		210.22	Replace 2 Police Vehicles - 1 Specialty Vehicle	CSF		270,000					270,000	
	Police Total				270,000	335,318					605,318	
220	Fire	220.15	Radio Equipment Upgrades: Vehicle Mounted & I	CSF		95,522					95,522	
		220.32	Ambulance (A1) Five Year Lease 3 of 5	ARRA		90,103					90,103	
			Ambulance (A1) Five Year Lease 4 of 5	ARRA			90,103				90,103	
			Ambulance (A1) Five Year Lease 5 of 5	ARRA				90,103			90,103	
		220.34	Ambulance (A2) Five Year Lease 1 of 5	ARRA	95,000						95,000	
			Ambulance (A2) Five Year Lease 2 of 5	ARRA		95,000					95,000	
			Ambulance (A2) Five Year Lease 3 of 5	ARRA			95,000				95,000	
			Ambulance (A2) Five Year Lease 4 of 5	ARRA				95,000			95,000	
			Ambulance (A2) Five Year Lease 5 of 5	ARRA					95,000		95,000	
		220.35	SUV/Comand Vehicle (Vin # 5780)	CSF		47,000					47,000	
		220.36	SUV/Comand Vehicle (Vin # 5780)	CSF			47,000				47,000	
		220.44	Tower - Aerial Ladder Truck 1 of 10	CSF			220,158				220,158	
			Tower - Aerial Ladder Truck 2 of 10	CSF				220,158			220,158	
			Tower - Aerial Ladder Truck 3 of 10	CSF					220,158		220,158	
			Tower - Aerial Ladder Truck 4 of 10	CSF						220,158	220,158	
		220.45	Engine 3 Leasing 3/5	CSF		166,566					166,566	
			Engine 3 Leasing 4/5	CSF			166,566				166,566	
			Engine 3 Leasing 5/5	CSF				166,566			166,566	
			220.49	Turnout Gear Second Set	CSF	60,000						60,000
			220.50	Typhoon Pumper Truck	CSF	180,000	180,000	180,000	180,000	180,000		900,000
	220.51	Ambulance Supplies to outfit new Ambulance Equi	ARPA	136,482						136,482		
Fire Total					471,482	674,191	798,827	751,827	495,158	220,158	3,411,643	
Grand Total					741,482	1,009,509	798,827	751,827	495,158	220,158	4,016,961	

Detail Capital Plan – Dept. & Year

Town of Bridgewater Capital Improvement Program												
AFS= Alternative Funding Source - ARPA= American Rescue Plan - ARRA - Ambulance Receipts Reserved - DE= Debt Exclusion - OAF= Other Available Funds - CH90= Chapter 90 - CSF= Capital Stabilization Fund - CPC=Community Preservation Fund - MSBA= MA School Building Authority - SCTF= Senior Center Trust Fund												
Project Funded (Y/N)		FY 2025 - FY 2030										
N												
Balance to					Fiscal Year							
Dept	Department	Project N	Description	Funding Col	2025	2026	2027	2028	2029	2030	Grand Total	
300	Bridgewater Middle School	300.05	BMS Upgrade HVAC Controls	DE					200,000		200,000	
		300.06	BMS ADA Improvements and Repairs Walks	CSF		25,000					25,000	
		300.08	BMS Replace All Windows MSBA	MSBA		3,000,000					3,000,000	
		300.09	BMS Replace Existing Generator - 1960	DE		125,000					125,000	
		300.12	BMS Resurface 4 Tennis Courts and add 1 New* - Under review	DE						320,000	320,000	
		300.14	BMS FIRE PANEL UPGRADE - Under Review	DE						150,000	150,000	
		300.15	BMS Upgrade Elevator Conveying System	CSF		65,000					65,000	
		300.16	BMS Upgrade Generator Electrical	CSF		45,000					45,000	
		300.60	BMS Chromebook Cart - Hardware - Mobile Classroom	CSF		10,000						10,000
Bridgewater Middle School Total					3,270,000				200,000	470,000	3,940,000	
	Mitchell Elementary School	300.44	MES crack fill, seal coat and restripe all lots	CSF					70,000		70,000	
Mitchell Elementary School Total									70,000		70,000	
	Williams Intermediate School	300.46	WIS Install Asphalt Rear of Building - Under Review	DE						135,000	135,000	
		300.47	WIS Upgrade Fire Panel - Under Review	CSF		55,000					55,000	
		300.48	WIS Correct Leaking windows and roof - Under Review	MSBA		3,500,000					3,500,000	
		300.51	WIS HVAC Controls Upgrade	DE			275,000				275,000	
Williams Intermediate School Total					3,555,000	275,000				135,000	3,965,000	
	District Wide	300.23	DW Replace Metal Exterior Grounds shop	CSF		76,388					76,388	
		300.20	DW Replace Bobcat	CSF		64,166					64,166	
		300.21	DW Replace Shop Roof	CSF		91,665					91,665	
		300.63	DW Staff Laptops	CSF		6,729					6,729	
		300.64	DW Computers (40)	CSF		24,468					24,468	
District Wide Total					263,415						263,415	
	High School	300.24	HS New Parking by Stadium - Pending Study	CSF		61,110					61,110	
		300.26	HS HVAC Terminal & Packaging Units	DE		1,833,300					1,833,300	
		300.28	HS LED Lighting Upgrades	DE		152,775					152,775	
		300.29	HS Replace Boiler No. 1	CSF		67,287					67,287	
		300.30	HS Replace Boiler No. 2	CSF		52,555					52,555	
		300.31	HS Replace Boiler No. 3	CSF			46,444				46,444	
		300.32	HS Replace Boiler No. 4	CSF			46,444				46,444	
		300.33	HS Replace Boiler No. 5	CSF		52,555					52,555	
		300.34	HS Replace HVAC Controls	DE		415,548					415,548	
		300.39	HS Replace Remaining 20% of Sprinkler Heads	CSF		45,833					45,833	
		300.45	HS Ride on Scrubber	CSF		10,083					10,083	
		300.66	HS Printers	CSF		6,111					6,111	
		300.68	HS Large Instructional Classroom - AV	CSF		18,333					18,333	
High School Total					2,715,489	92,887					2,808,376	
300 Total					9,803,904	367,887			270,000	605,000	11,046,791	
302	Bristol Plymouth School	302.01	Bristol Plymouth School Bond - % based on enrollment: Curre	DE	-	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	6,414,608	
Bristol Plymouth School Total					-	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	6,414,608	
302 Total					-	1,010,759	1,182,700	1,269,927	1,451,222	1,500,000	6,414,608	
Grand Total					-	10,814,663	1,550,587	1,269,927	1,721,222	2,105,000	17,461,399	
*Awaiting FY2026 update and 5 year updated Plan from BRRSD												

Detail Capital Plan – Dept. & Year

Town of Bridgewater Capital Improvement Program

AFS= Alternative Funding Source - ARPA= American Rescue Plan - ARRA - Ambulance Receipts Reserved - DE= Debt Exclusion - OAF= Other Available Funds - CH90= Chapter 90 - CSF= Capital Stabilization Fund - CPC=Community Preservation Fund - MSBA= MA School Building Authority - SCTF= Senior Center Trust Fund

Project Funded		FY 2025 - FY 2030										
Dept	Department	Project N	Description	Funding	2025	2026	2027	2028	2029	2030	Grand Total	
420	DPW Hwy	420.09	John Deer Loader - Lease Payment 3 of 5	CSF		48,521					48,521	
			John Deer Loader - Lease Payment 4 of 5	CSF			48,521				48,521	
			John Deer Loader - Lease Payment 5 of 5	CSF				48,521			48,521	
		420.13	No. 2 - 24 Six Wheeler - Lease Payment 4 of 5	CSF		48,601					48,601	
			No. 2 - 24 Six Wheeler - Lease Payment 5 of 5	CSF			48,601				48,601	
		420.14	No. 2 - 26 Six Wheeler - Lease Payment 4 of 5	CSF		48,601					48,601	
			No. 2 - 26 Six Wheeler - Lease Payment 5 of 5	CSF			48,601				48,601	
		420.21	No. 2 - 18 Six Wheeler - Lease Payment 1 of 5	CSF		48,700					48,700	
			No. 2 - 18 Six Wheeler - Lease Payment 2 of 5	CSF			48,700				48,700	
			No. 2 - 18 Six Wheeler - Lease Payment 3 of 5	CSF				48,700			48,700	
			No. 2 - 18 Six Wheeler - Lease Payment 4 of 5	CSF					48,700		48,700	
			No. 2 - 18 Six Wheeler - Lease Payment 5 of 5	CSF						48,700	48,700	
		420.25	2025 Elgin Pelican NP Dual Sweeper	ARPA	314,115							314,115
		DPW Hwy Total					314,115	194,422	194,422	97,221	48,700	48,700
Grand Total					314,115	194,422	194,422	97,221	48,700	48,700	897,580	

Detail Capital Plan – Dept. & Year

Town of Bridgewater Capital Improvement Program										
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Project Funde		FY 2025 - FY 2030								
Dep	Departme	Projec	Description	Funding	2025	2026	2027	2028	Grand Total	
422	Roadways	422.15	Vernon Street Opt 2 - Pleasant to Green - Roadways	DE			11,220,867		11,220,867	
			Vernon Street Opt 2 - Pleasant to Green - Drainage	DE			6,052,299		6,052,299	
			Vernon Street Opt 2 - Pleasant to Green - Water	WD			2,145,564		2,145,564	
		422.25	Deerfield Street-Roadways/Curbing & Sidewalks	DE				3,293,470	3,293,470	
			Deerfield Street-Drainage	DE				3,356,665	3,356,665	
			Deerfield Street-Water Lines	WD				2,165,638	2,165,638	
		422.30	Main St - Center St to Central Sq - Roadways	DE				5,234,450	5,234,450	
			Main St - Center St to Central Sq - Drainage	DE				2,132,115	2,132,115	
			Main St - Center St to Central Sq - Water Lines	WD				2,059,463	2,059,463	
		422.33	Downtown Gateway Project - Roadways	DE				5,134,490	5,134,490	
		422.34	Chpt. 90 - Roadways Resurfacing & Repair	CH 90		718,971	718,971		1,437,941	
		422.27	Cross Street Opt 2 - Vernon St to South St - Roadways - Box Widening - Bike Lanes	DE		5,402,608			5,402,608	
			Cross Street Opt 2 - Vernon St to South St - Drainage	DE		2,956,571			2,956,571	
			Cross Street Opt 2 - Vernon St to South St - Water Lines	WD		2,397,312			2,397,312	
		422.28	Green Street Opt 2 - Water Main - Mill & Overlay - Roadways	DE				353,385	353,385	
			Green Street Opt 2 - Water Main - Mill & Overlay - Drainage	DE				37,268	37,268	
			Green Street Opt 2 - Water Main - Mill & Overlay - Water Lines	WD				813,700	813,700	
		422.29	South Street Opt 1 - Crescent St to Central Sq - Roadways - Box Widening - Paving - 5' Bike La	DE			3,337,030		3,337,030	
			South Street Opt 1 - Crescent St to Central Sq - Drainage	DE			1,811,498		1,811,498	
			South Street Opt 1 - Crescent St to Central Sq - Water Lines	WD			1,075,109		1,075,109	
		422.24b	Flagg Street-Drainage	ARPA	1,139,183				1,139,183	
		422.24c	Flagg Street-Roadways	AFS		3,692,420			3,692,420	
		422.24d	Flagg Street-Water Lines	WD		2,213,226			2,213,226	
	Roadways Construction and Maintenance Total					1,139,183	17,381,107	26,361,338	24,580,645	69,462,273
Grand Total						1,139,183	17,381,107	26,361,338	24,580,645	69,462,273

*Roadways and infrastructure needs beyond 2028 have not yet been updated in this plan, due to insufficient funding in place to address in past 2/3 years prioritized roadway projects listed as critical, that have been pushed out each year. There must be comprehensive funding secured to move beyond the current years as listed.

Detail Capital Program – Dept. & Year

Town of Bridgewater Capital Improvement Program

AFS= Alternative Funding Source - ARPA= American Rescue Plan - ARRA= Ambulance Receipts Reserved - DE= Debt Exclusion - OAF= Other Available Funds - CH90= Chapter 90 - CSF= Capital Stabilization Fund - CPC=Community Preservation Fund - MSBA= MA School Building Authority - SCTF= Senior Center Trust Fund

Project
Funded

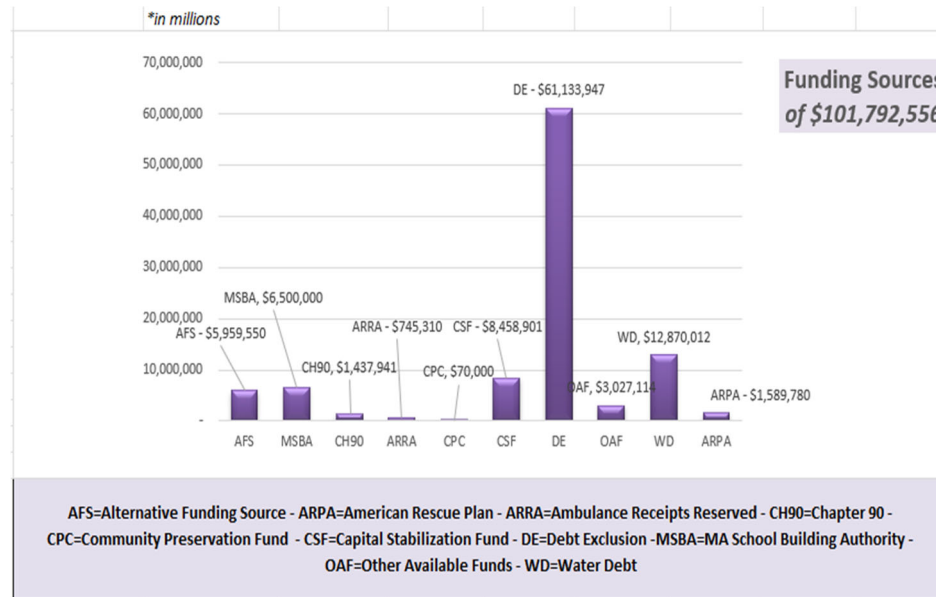
N

FY 2025 - FY 2030

Balance to					Fiscal Year		
Dept	Department	Project N	Description	Funding Co	2026	2027	Grand Total
610	Library	610.07b	Town Records Management/Digitization-Phase 2	AFS	307,842		307,842
		610.07c	Town Records Management/Digitization-Phase 3	AFS		59,288	59,288
	Library Total				307,842	59,288	367,130
630	P & R	630.15	Dump Truck with Plow	CSF	90,000		90,000
		630.18	Dog Park	CPC	40,000		40,000
		630.31	Replace Kabota Tractor	CSF	85,000		85,000
		630.32	Remove & Replace Tufts Building	CSF	35,000		35,000
		630.33	Legion Field Parking lot Paving	CSF	160,000		160,000
		630.34	Carver's Pond Parking lot Paving	CSF	15,000		15,000
		630.35	Scotland Park Field Vernon Parking lot Paving	CSF	225,000		225,000
		630.36	Path from Cottage St Ramp to Snack Shack & Bldg Cement Pat	CSF	9,000		9,000
		630.37	Siding for Hayes Building at Legion Fields	CSF	5,000		5,000
		630.38	Landscaping Trees at Legion Fields	CSF	9,000		9,000
		630.39	Path - Cement Paving Roadway to Tufts Building at Legion Fiel	CSF	70,000		70,000
		630.40	Path - Cement Paving roadway to Girls Softball Field - 29,000 s	CSF	183,000		183,000
		630.41	Marathon Park Playground Parking lot Paving	CSF	400,000		400,000
		630.42	Cottage St Parking Lot Paving and Walkway path	CSF	110,000		110,000
		630.43	Marthon Park Playground and Cottage St Playgrounds equipm	CSF	20,000		20,000
P & R Total				1,456,000		1,456,000	
Grand Total				1,763,842	59,288	1,823,130	

SUMMARY OF FUNDING SOURCES

Town of Bridgewater FY 2025 - 2030 Capital Improvement Program								
AFS=Alternative Funding Source - ARPA=American Rescue Plan - ARRA=Ambulance Receipts Reserved - CH90=Chapter 90 - CPC=Community Preservation Fund - CSF=Capital Stabilization Fund - DE=Debt Exclusion - MSBA=MA School Building Authority - OAF=Other Available Funds - WD=Water Debt								
Funding Code	Funding Source	2025	2026	2027	2028	2029	2030	Grand Total
AFS	Alternative Funding Source	20,000	5,280,262	659,288				5,959,550
ARPA	ARPA	1,589,780						1,589,780
ARRA	Ambulance Receipts Reserved	95,000	185,103	185,103	185,103	95,000		745,310
CH 90	Chapter 90		718,971	718,971				1,437,941
CPC	Community Preservation	30,000	40,000					70,000
CSF	Capital Stabilization Fund	1,043,500	4,866,707	971,033	705,945	560,858	310,858	8,458,901
DE	Debt Exclusion	-	12,286,561	24,279,394	20,811,771	1,651,222	2,105,000	61,133,947
MSBA	MSBA		6,500,000					6,500,000
OAF	Other Available Funds	3,000,000	27,114					3,027,114
WD	Water Debt		4,610,538	3,220,673	5,038,801			12,870,012
Grand Total		5,778,280	34,515,255	30,034,462	26,741,620	2,307,080	2,415,858	101,792,556
	*Roadway Infrastructure is currently under review							
	*Library Assessment underway							
	*School not updated for 2026+							



Finance Team Comments

The major role of the Finance Team is to review all submitted projects included in the Capital Improvement Program, comment upon their viability and make its final recommendations, which includes consideration for the use of Town Debt. These guidelines below are used to assist the Town in determining how much debt can safely be incurred, and are consistent with those recommended by the Massachusetts Department of Revenue, namely:

- Determine debt that can be incurred without jeopardizing credit standing and causing financial hardship;
- Incorporate affordability guidelines for expenditures;
- Include review of the Capital Improvement Program; and
- Indicate appropriate uses for and acceptable amounts of debt.

The Finance Team has reviewed the projects included in the five-year Capital Program at meetings held with the various departments proposing these projects. At these meetings, department heads presented information and data to justify the need, cost, and implementation timeframe for the projects. It is the strong opinion of the Finance Team that for the Capital Improvement Program to be an effective tool for managing the Town's capital investment, department heads must have confidence that their submitted projects will be implemented within the timeframe planned in the Program. The Finance Team recognizes that the municipal administration has worked hard to anticipate capital needs, submit projects into the Plan, and distribute those projects over the five-year planning period.

At this writing, debt service projections and metrics were not yet finalized but conservative preliminary estimates indicate that the Program will be well within the guidelines set forth for Credit Standing and Affordability.

Subject to analysis and compliance with Debt guidelines, and to comments and recommendations made herein for specific capital projects proposed for the upcoming fiscal year, we are pleased to recommend this Capital Improvement Program as an effective tool for managing the Town's finances with respect to Capital Projects for the next five to seven years.



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/4/2025
First Reading: 2/4/2025
Second Reading: 2/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 2/18/2025
Date Effective: 3/18/2025

Order O-FY25-040: General Fund Capital Transfer Order

ORDERED, that the Town Council assembled vote to

pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer as noted in the attached:

Explanation:

This transfer will fund FY2025 Town GF Capital Outlay Expenditures

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">2/18/25: voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">2/18/25: voted 5-0 to recommend

Attachments: 1. Copy of SOURCES AND USES CAPITAL PLAN FY25 TOWN ORDER

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, February 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

FUND		SOURCES OF FUNDING	Amount
2501	AMBULANCE RRA	Town Capital - Capital Outlay Fund	\$ 95,000.00
8010	CAPITAL STABILIZATION	Town Capital - Capital Outlay Fund	\$ 1,043,500.00
Total			\$ 1,138,500.00
PROJECT#		USES OF FUNDING	Amount
155.31	TECHNOLOGY	WiFi Network Update - Extension	90,000
155.43	TECHNOLOGY	Town Computer Replacement Program	50,000
155.46	TECHNOLOGY	Town - Fiber Pole Transfers	6,000
192.40	BLDG & BUILDING IMPROVEMENT	Police Station - Replace Rubber Roofing	170,000
192.43	BLDG & BUILDING IMPROVEMENT	Police Station - Interview Room Reconstruct	95,000
192.65	BLDG & BUILDING IMPROVEMENT	Vault Improvement	15,000
192.75	MACH/EQUIP/VEHICLES	Highway Building - Garage Heaters	17,500
192.77	BLDG & BUILDING IMPROVEMENT	Library Building Assessment	40,000
192.78	BLDG & BUILDING IMPROVEMENT	ADA Assessment	50,000
210.25	MACH/EQUIP/VEHICLES	Police Vehicle Replacement Program	270,000
220.49	MACH/EQUIP/VEHICLES	Fire Safety Turnout Gear Replacement Program	60,000
220.50	MACH/EQUIP/VEHICLES	Fire 2026 Typhoon Pumper Truck Leasing (1/5)	180,000
220.34	MACH/EQUIP/VEHICLES	Fire (A1) 2026 F550 EMS Ambulance Leasing (1/5)	95,000
Total			\$ 1,138,500.00



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/4/2025
First Reading: 2/4/2025
Second Reading: 2/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 2/18/2025
Date Effective: 3/18/2025

Order O-FY25-041: Capital Transfer Order – Water Enterprise Fund

ORDERED, that the Town Council assembled vote to

pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to the attached schedule of Use of Funds:

Explanation

This transfer will fund requests for Water & Sewer Enterprise Funds Capital Outlay - including additional funds for WTR Town concrete collar repair project, funding WTR well pilot & design for infrastructure needs for wells#10a & 10b, a replacement dump truck for aging Water Department vehicle, and finally funding for an updated Water and Sewer User rate study, necessary for compliance and affordability study needs.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">2/18/25: voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">2/18/25: voted 5-0 to recommend

Attachments: 1. Copy of SOURCES AND USES CAPITAL WTR SWR FUND

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, February 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

FUND		SOURCES OF FUNDING	Amount
6200	WTR RETAINED EARNINGS	WTR Capital Outlay	\$ 637,640.00
6100	SWR RETAINED EARNINGS	SWR Capital Outlay	\$ 25,000.00
Total			\$ 662,640.00
PROJECT#	USES OF FUNDING		Amount
450.34	OTHER INFRASTRUCTURE	WTR Tower Concrete Collar Repair Project	35,000
450.35	OTHER INFRASTRUCTURE	WTR Wells #10a #10b Pilot and Design	478,150
450.14	MACH/EQUIP/VEHICLES	WTR 2025 F550 Dump Truck/Equipment Package	99,490
450.36	WTR PROFESSIONAL SVCS	Water Rate Study	25,000
440.36	SWR PROFESSIONAL SVCS	Sewer Rate Study	25,000
Total			\$ 662,640.00



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/18/2025
First Reading: 2/18/2025
Second Reading: 4/8/2025
Amendments Adopted:
Third Reading:
Date Adopted: 4/8/2025
Date Effective: 5/19/2025

Order O-FY25-042: Transfer Order - CPC Purchase and Restoration of Samuel Edson's Coroners Book

ORDERED, in accordance with section 6-4 of the Bridgewater Home Rule Charter, vote to appropriate \$13,000 from Historic Preservation Reserve (Account Number 32400) for this Project.

Explanation:

See CPC Recommendations

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">3/18/25: Voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">3/24/25: Voted 5-0 to recommend

Attachments:

1. Edson Book Preservation
2. Edson Book significance request_
3. Recommendation - Edson Book

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 8, 2025, to approve the aforementioned Order.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

Bridgewater Historical Commission
66 Central Square
Bridgewater, MA 02324

December 17, 2024

Community Preservation Commission
66 Central Square
Bridgewater, MA 02324

Re: "The Samuel Edson Lawbook"

I have reviewed the notes submitted to the Historical Commission concerning the preservation and digitization of portions of the "Samuel Edson Lawbook". It is rare when such a significant book comes to light and we are given the chance to bring it home. His personal notations concerning the forensic investigations into the passing of native Americans provide us with a link to the early life of colonial Bridgewater.

The fact that we can get those personal notations digitized doubles the significance of this opportunity. It will not just be a delicate "museum piece" sitting on the shelf or in a locked case. The digitization will enable all to closely examine the writings for future interpretation of the early lives in the colony. Hopefully, it will stimulate interest in the little-known lives of the native peoples following the social turmoil suffered by the native population prior to the American Revolution.

Hopefully, the digitization will also be available to the local university through the Bridgewater Public Library archives facilitating more research on the subject and further broadening our knowledge of early Bridgewater history. With this in mind, the Bridgewater Historical Commission strongly supports the efforts of the use of CPC funding to acquire and preserve this very significant but little-known segment of Bridgewater's history.

Sincerely

David R. Moore
Chairman
Bridgewater Historical Commission



Town of Bridgewater, Massachusetts
Community Preservation Committee

Nov. 18, 2024

Bridgewater Historical Commission
David Moore, Chair
66 Central Sq.
Bridgewater, MA 02324

Subject: Declaration of historic significance in Bridgewater for a circa 1745 Samuel Edson Book

Greetings David,

The CPC is in possession of Samuel Edson's 1735 law book. The book is currently undergoing evaluation for preservation/restoration at NEDCC. We anticipate receiving restoration cost estimates in the next couple of weeks. The book does not appear to be an "official Town record" but records the work of a citizen. The book includes a copy of the "*Acts and Laws of His Majesties Province of the Massachusetts-Bay New England*" (1726 printing; digital copies are available online) and handwritten information of Edson's 18th century work as coroner in Bridgewater. Samuel Edson was born in Bridgewater on 14 January 1690 and died 27 December 1771 also in Bridgewater. He donated the land for Trinity Church and is interred in its 1763 cemetery on Main St. north of the High and Center St. intersection.

As explained below, the CPC needs the Historical Commission's determination of the book's historical significance in Bridgewater to ensure its eligibility for preservation/restoration with CPA funds. Unfortunately, we do not have the history of its ownership over time, just the book itself and the author's connection to Bridgewater. The names of 18th century Bridgewater inhabitants are included in the book and Samuel's birth and death in Bridgewater verify his Bridgewater connection. To assist the Commission's deliberations, I have attached images of selected book pages.

Background: An October 31, 2008, DOR letter responded to the following request from the City of Waltham, "*You asked whether monies in the Waltham Community Preservation Fund may be expended for purposes of record retention. You indicated that you intend to have document scanning work performed with respect to vital records, records of City Council matters, and other filings in the Clerk's Office. You inquire as to "what age the record needs to be to qualify under the Community Preservation requirements."*

The DOR letter clarifies eligibility for CPA funds to restore documents and digitize records subject to the State's legal retention law as follows "*To be eligible for community preservation expenditures, the records in question must have been "determined by the local historic preservation commission to be significant in the history, archeology, architecture, or culture" of Waltham. G.L. c. 44B, §2.*" Digitization is not considered historic preservation but may be incidental to it.

The key point from DOR's letter makes it clear that CPA funds can be used to restore and preserve documents such as this 1735 Edson Book **if it is declared significant in the history and culture of Bridgewater**. We believe the records written in the book, which record a coroner's investigative activities including the death of three Indigenous people are significant in Bridgewater, hence our request.

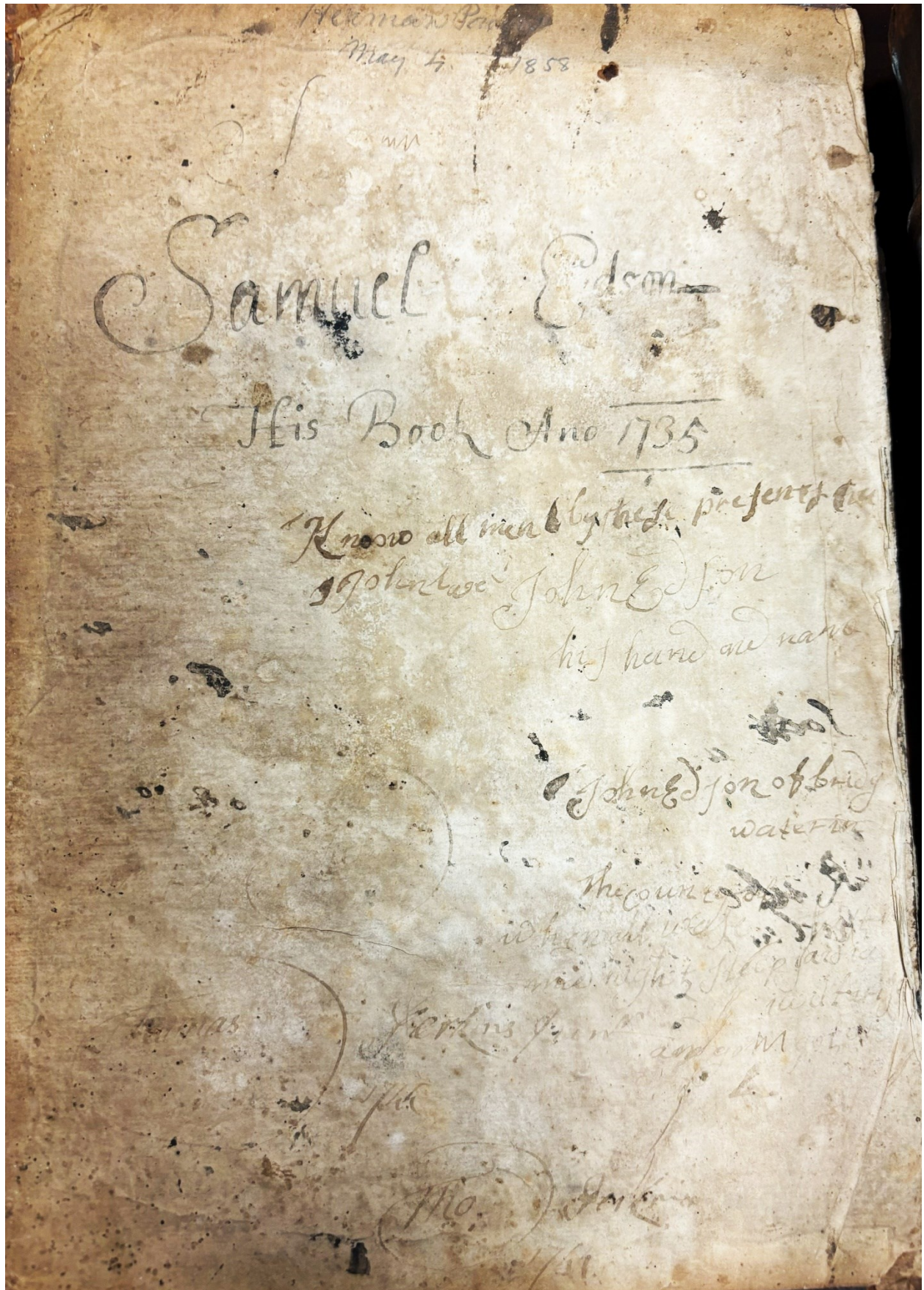
There is limited information regarding the book's history from the individual who mailed the book to the CPC at our request. Unfortunately, his information source passed away before he could complete research on the book's provenance.

Sincerely,

Carlton D. Hunt, Ph.D.
Vice Chair
Bridgewater CPC



Town of Bridgewater, Massachusetts
Community Preservation Committee





Town of Bridgewater, Massachusetts
Community Preservation Committee

I the undersigned of the County of Plymouth in the State of Massachusetts do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the Town of Bridgewater in the County of Plymouth in the State of Massachusetts.

Jonathan Chandler
Silas Wells
Samuel Edson
Benjamin Thompson
John Smith
Nathaniel Smith
Nathan Smith

Witness my hand and seal this 10th day of November 1890.

Samuel Edson
Jonathan Chandler
Silas Wells
Abel Edson
John Smith
Nathaniel Smith
Nathan Smith

WV

Bridgewater
Bridgewater



Town of Bridgewater, Massachusetts
Community Preservation Committee

An Inquisition taken in Bridgewater, In the County of
Plymouth, upon the 23rd day of October, in the second year
of our Sovereign Lord George the Second by the grace of
God King with in the County of Plymouth upon the
body of Nathaniel Bacon a Child near five months
old dead by the oath of Eleazar Carver, Solomon Pratt, John
Joseph Pratt, John Alden, Nathaniel Hayward
Joshua Willet, Jr. John Alden, Benjamin Price, Seth Cary, Benjamin
Mahwin, Nathaniel Hayward, Ruben Hall Robert Willet
good and Lawfull men of Bridgewater In the County of
Plymouth being charged and sworn to Enquire for our Lord the King
and by what means the said Nathaniel came by his Death
on there oaths do say that by Sudden Death he came to his
End the said Nathaniel came to his Death in such a manner as
said Nathaniel came to his Death in such a manner as
before said as the Jurors upon their oaths interchangeably do to
these Hands and Seals

Samuel Edson Coroner
Eleazar Carver
Solomon Pratt
John Joseph Pratt
John Alden
Nathaniel Hayward
Joshua Willet, Jr.
John Alden
Benjamin Price
Seth Cary
Benjamin Mahwin
Nathan Hayward
Ruben Hall
Robert Willet



Town of Bridgewater, MA

Community Preservation Committee

66 Central Square, Bridgewater, MA 02324

February 4, 2025

Ms. Blythe Robinson, Acting Town Manager
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

Re: Purchase and Restoration of Samuel Edson's Coroners Book

Dear Ms. Robinson:

In response to your application for the purchase and restoration of the Samuel Edson Coroner's Book, dated January 16, 2025, the following motion was made by Carlton Hunt and duly seconded by Maureen Minnasian at the CPC's January 22nd meeting. The motion passed with 6 yeas and 0 nays.

To recommend the funding of the purchase and restoration and preservation of the subject book from Samuel Edson, his coroner's book, in the amount of \$13,000 to be taken from account 324200, Historic Preservation Reserve.

Please see that this information is placed on the Town Council agenda for their next meeting and that the attached application and related documents are forwarded to the Council members as backup to the order.

I would appreciate if you would let me know when the Council acts on the order so we can prepare the award letter.

Sincerely,

A handwritten signature in purple ink that reads "Gina Guasconi".

Gina Guasconi, Chair
Community Preservation Committee

cc: Josh McGraw
Laurie Guerrini
Kevin Perry
Debra Ward
Carlton Hunt



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/18/2025
First Reading: 2/18/2025
Second Reading: 3/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 3/18/2025
Date Effective: 4/18/2025

Order O-FY25-043: CPC Additional Funds - Restoration of Parthenon Frieze

ORDERED, in accordance with section 6-4 of the Bridgewater Home Rule Charter, vote to appropriate \$4,600 from Historic Preservation (Account Number 324200) to reinforce the upper walls of the Academy Building in order to properly furnish and mount the restored frieze replications.

Explanation:

CPC recommended and Town Council approved \$18,000 in February/March of 2023 to restore and hang the Parthenon Frieze on the walls at the entrance of the Academy Building but the walls need reinforcement and strengthening in order to mount the restored friezes safely.

Committee Referrals and Dispositions:

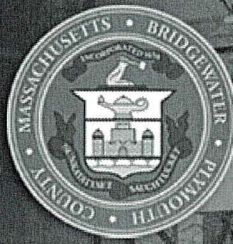
Referral(s)	Disposition(s)
• Budget & Finance	• 3/18/25: Voted 3-0 to recommend
• Finance Committee	• 3/10/25: Voted 6-0 to recommend
•	•

Attachments: 1. Parthenon Frieze - Request for Additional Funding
 2. Recommendation - Parthenon Frieze - Additional Funding

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, March 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Town Manager's Office

Municipal Office Building
66 Central Square
Bridgewater, MA 02324
508-697-0919

January 2, 2025

Ms. Gina Guasconi, Chair
Community Preservation Committee
Town of Bridgewater
66 Central Square Bridgewater, MA 02324

Re: Parthenon Frieze Project – Additional Funding Request

Dear Chair of the Community Preservation Committee:

As you know, due to the additional expenses incurred to reinforce the upper walls to properly furnish and mount the restored friezes, we are expected to run a deficit of \$4,600 for the restoration and mounting of the six Parthenon Frieze Replications.

To that end, I request that the Community Preservation Committee recommend funding an additional \$4,600 to ensure that we can cover this deficit and complete the project.

As always, I thank the committee members for your diligent efforts on behalf of the residents of Bridgewater.

Sincerely,

Blythe C. Robinson
Acting Town Manager

Bridgewater:

Preserving Our Past. Enriching Our Present. Building Our Future.



Town of Bridgewater, MA

Community Preservation Committee

66 Central Square, Bridgewater, MA 02324

February 4, 2025

Ms. Blythe Robinson, Acting Town Manager
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

Re: Additional Funds - Restoration of Parthenon Frieze

Dear Ms. Robinson:

In response to your letter dated January 2, 2025, requesting CPA funds to cover additional expenses incurred to reinforce the upper walls of the Academy Building in order to properly furnish and mount the restored frieze replications, the following motion was made by Carlton Hunt and duly seconded by Bill Smith at the CPC's January 22nd meeting. The motion passed with 6 yeas and 0 nays.

To recommend \$4600 for Town Council approval for strengthening of the walls at the entrance of the Academy Building so that the frieze can be safely displayed. The account to be used is 324200, Historic Preservation.

To be noted: This request is to complete a project which the CPC recommended and the Town Council approved in February/March 2023 in which \$18,000 was awarded to restore and hang Parthenon frieze in the Academy Building.

Please see that this information is placed on the Town Council agenda for their next meeting and that your letter is forwarded to the Council members as backup to the order.

I would appreciate if you would let me know when the Council acts on the order so we can prepare the award letter.

Sincerely,

A handwritten signature in cursive script, reading "Gina Guasconi".

Gina Guasconi, Chair
Community Preservation Committee

cc: Josh McGraw
Laurie Guerrini
Kevin Perry
Debra Ward
Carlton Hunt



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 2/18/2025
First Reading: 2/18/2025
Second Reading: 3/4/2025
Amendments Adopted:
Third Reading:
Date Adopted: 3/4/2025
Date Effective: 4/4/2025

Order O-FY25-044: Contract Ratification - Town Manager

ORDERED, in accordance with the Bridgewater Home Rule Charter, the Town Council assembled vote to approve the negotiated Town Manager agreement covering March 5, 2025 through the day prior to the new Town Manager start date with Blythe Robinson.

Explanation:

The Town Council negotiated an agreement with Blythe Robinson, Town Manager. An affirmative vote of the Council will approve the contract as presented.

Committee Referrals and Dispositions:

Referral(s)
<ul style="list-style-type: none">This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening

Attachments: 1. Contract Blythe

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, March 4 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

EMPLOYMENT AGREEMENT

TOWN OF BRIDGEWATER

TOWN MANAGER

WHEREAS, The Town Council appointed the Town Manager pursuant to Section 4-1 of the Town Charter;

WHEREAS, under Chapter 41, Section 108N of the Massachusetts General Laws, the Town acting through its Town Council may contract with the Town Manager and may establish an employment contract for a period of time to provide for the salary, fringe benefits, and other conditions of employment for its Town Manager;

WHEREAS, the Town Manager, shall be a person of proven ability, accepts such appointment as Town Manager of said Town and desires to enter into this Agreement.

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

Introduction

This Agreement, made and entered into this 5th day of March, 2025, by and between the Town of Bridgewater, a Massachusetts municipal corporation, (hereinafter called "Employer") and Blythe C. Robinson, (hereinafter called "Employee"), with an address at 1 Orchard Hill Drive, Westborough, MA 01581, an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

The term of this agreement shall be from March 5, 2025 to the day prior to the newly hired Town Manager's start date, but in no event to exceed six months or September 5, 2025.

The Employer shall have the authority to negotiate and enter into a contract with a new Town Manager during the term of this contract.

Once the Employer has entered into a contract with a new Town Manager, they shall notify the Employee. At that time, they will provide a date in which the new Town Manager will begin.

The Employee agrees to submit its resignation, in writing, terminating this contract, on the day prior to the start date of the newly hired Town Manager.

Both parties agree to these terms hereof, and have entered into negotiations relative to establishing a new employment contract for the stated term in order to provide for the salary, fringe benefits, and other conditions of employment, for the Town Manager.

Section 2: Duties and Authority

- A. Employer agrees to employ Blythe C. Robinson as Town Manager to perform the functions and duties specified in Article IV of the Bridgewater Home Rule Charter ("charter") and the Bridgewater Town Code ("code") and to perform other legally permissible and proper duties and functions without interference.
- B. Employee shall devote full time to the duties of the office and shall not hold any other elective or appointive office in the Town.
- C. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or code and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.
- D. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body, the charter and code of the Employer.
- E. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.
- F. The Employee shall perform the duties of town manager of the Employer with reasonable care, diligence, skill and expertise.
- G. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- H. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto.

Section 3: Compensation

- A. Base Compensation: Employer agrees to pay Employee an hourly rate of \$95.00 payable in installments at the same time and manner that the other employees of the Employer are paid.
- B. It is anticipated that Ms. Robinson will work a Hybrid (both in person and remote) as agreed upon with the Town, which will include working in person three (3)

times per week, and a total average of approximately 30-35 hours per week, excluding any scheduled time off or holidays. Ms. Robinson will also be compensated for her travel time to and from Bridgewater (2 hours per day) for in-person work at the designated hourly rate.

Section 4: Health and Life Insurance Benefits

The Employee will not be eligible for health and life insurance benefits through the Employer. Employee hereby acknowledges and agrees to same.

Section 5: Paid Leave

The Employee will not be eligible for any paid leave through the Employer. Employee hereby acknowledges and agrees to same.

Section 6: Indemnification

The Town shall indemnify, defend, and save harmless Ms. Robinson for acts performed by her in good faith and within the scope of her employment with the Town, including reimbursement for any reasonable attorney's fees and costs incurred by her as well as any judgements and/or settlements in connection with such claims or suits involving Ms. Robinson in her professional capacity as Town Manager for the Town, in accordance with and to the extent permitted by G.L. c. 258. Said indemnification shall include alleged civil rights violations. The indemnification shall continue to apply to Ms. Robinson after she leaves employment of the Town. The Town shall not defend, save harmless or indemnify Ms. Robinson for any criminal act or for any intentional violation of civil rights of any person or for any claims arising under this Agreement.

This section shall survive the termination of this agreement.

Section 7: Automobile

The Employer shall provide the exclusive and unrestricted use of an automobile to the Employee at the Employer's cost. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile. The Employee shall be responsible for all additional expenses associated with said vehicle.

Section 8: Termination

For the purpose of this agreement, termination shall be deemed to mean the end of the Employee's relationship with the Employer. Based upon the foregoing, Termination shall be deemed to have occurred :

1. On the day prior to the newly hired Town Manager's start date as stated in Section 1, herein.

2. If Employee is removed by the Town Council at any time and for any reason not contract to law and in accordance with the Town of Bridgewater's Town Charter.

Section 9: No Severance

The employee will not be eligible for any Severance through the Employer. Employee hereby acknowledges and agrees to same.

IN WITNESS WHEREOF, the Town of Bridgewater has caused this Agreement to be signed and executed on its behalf by the Town Council and the Town Manager has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Blythe C. Robinson
Town Manager

Dr. Kevin Perry
Council President
Councilor-At-Large

Brad McKinnon
Councilor-At-Large

Adelene Ellenberg
Councilor-At-Large

Fred Chase
District 2 Councilor

Mary McGrath
Councilor At-Large

Paul Murphy
Council Vice President
Councilor-At-Large

Johnny Loreti
Councilor-At-Large

Mark Linde
District 2 Council

Sonya Lee Striggles
District 1 Councilor



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 2/18/2025
First Reading: 2/18/2025
Second Reading: 3/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 3/18/2025
Date Effective: 4/18/2025

Order O-FY25-045: Acceptance of Donation - Discovery Channel's Expedition X Circle the Globe Production

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows: “An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a Donation award from the Discovery Channel’s Expedition X/circle the Globe Production for \$800.

NOW THEREFORE, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the donation in accordance with stated purpose thereof.

Explanation:

The Discovery Channel’s Expedition X/Circle the Globe Production has graciously donated \$800 to support the time spent in Town while filming scenic areas.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 3/18/25: Voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

• Finance Committee	• 3/10/25: Voted 6-0 to recommend
•	•

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, March 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Blythe Robinson, Acting Town Manager
Date Introduced: 3/4/2025
First Reading: 3/4/2025
Second Reading: 3/18/2025
Amendments Adopted:
Third Reading:
Date Adopted: 3/18/2025
Date Effective: 4/18/2025

Order O-FY25-047: Transfer Order for Town Manager's Office

ORDERED, that the Town council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate \$102,616 below schedule:

Source of Funds	Account No.	GL Account Description	Amount
Other One Time Stabilization Fund	80135-596100	Transfer to General Fund	\$ 102,616.00
Total:			\$ 102,616.00
Use of Funds	Account No.	GL Account Description	Amount
Town Manager Employee Salaries	01235001-510000	Full Time Wages	\$ 65,000.00
Town Manager Professional Services	01235013-530000	Professional Services	\$ 37,616.00
Total			\$ 102,616.00

Explanation:

Transfer from Other One-Time Stabilization Fund for contractual services for the Town Manager's office. Current Fund balance in this Fund is \$463,285

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 3/18/25: Voted 3-0 to recommend
• Finance Committee	• 3/10/25: voted 6-0 to recommend.
•	•

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, March 18, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By:	Kevin Perry, Councilor
Date Introduced:	4/8/2025
First Reading:	4/8/2025
Second Reading:	4/22/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	4/22/2025
Date Effective:	5/22/2025

Order O-FY25-048: Contract Ratification - Town Manager

ORDERED, in accordance with Section 4-1 of Bridgewater Home Rule Charter, that the Town Council assembled vote to ratify the negotiated agreement with Mr. Justin Casanova-Davis to serve as the Town Manager.

Explanation:

The Council President negotiated an agreement with Mr. Justin Casanova-Davis of Whitman, MA to serve as the Town Manager. An affirmative vote of the Council will ratify the contract as presented and the subsequent appropriation thereof.

Committee Referrals and Dispositions:

This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Attachments: 1. Bridgewater TM Contract Final - PM Edit

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 7-1.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

**EMPLOYMENT AGREEMENT
TOWN OF BRIDGEWATER
TOWN MANAGER**

WHEREAS, the Town Council appointed the Town Manager under Section 4-6 of the Town Charter;

WHEREAS, under Chapter 41, Section 108N of the Massachusetts General Laws, the Town acting through its Town Council may contract with the Town Manager and may establish an employment contract for a period of time to provide for the salary, fringe benefits, and other conditions of employment for its Town Manager;

WHEREAS, the Town Manager, who as a member of ICMA is subject to the ICMA Code of Ethics, accepts such appointment as Town Manager of said Town and desires to enter into this Agreement.

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

Introduction

This Agreement, made and executed into this 23 day of April, 2025, by and between the Town of Bridgewater, a Massachusetts municipal corporation, (hereinafter called "Employer") and Justin Casanova-Davis, (hereinafter called "Employee"), an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, to begin on July 1, 2025, both of whom agree as follows:

Section 1: Term

The term of this agreement shall be for a period of three (3) years beginning on July 1, 2025, to June 30, 2028. Both parties agree to, not less than one hundred and twenty (120) days prior to the expiration of the term hereof, enter into negotiations relative to establishing a new employment contract for a period of time to provide for the salary, fringe benefits, and other conditions of employment for the Town Manager. The Council shall notify Casanova-Davis of its decision to renew or not renew this agreement beyond the expiration date. The Council shall give Casanova-Davis written notice at least six (6) months in advance of the expiration date of its intent to renew or not renew this Agreement. If the Council fails to provide written notice of its intent within six (6) months, the term of this contract shall be extended by one (1) day for

each day the notice is delayed. However, under no circumstances shall the total extension exceed six (6) months.

Section 2: Duties and Authority

- A. Employer agrees to employ Justin Casanova-Davis as Town Manager to perform the functions and duties specified in Article IV of the Bridgewater Home Rule Charter ("charter") and the Bridgewater Town Code ("code"), as such may be amended from time to time, and to perform other legally permissible and proper duties and functions without interference.
- B. Employee shall devote full time to the duties of the office and shall not hold any other elective or appointive office in the Town.
- C. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or code and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.
- D. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body, the charter and code of the Employer.
- E. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all the employees of the Employer consistent with policies, ordinances, charter, state and federal law.
- F. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.
- G. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation, which must be accepted by the governing body.
- H. The Employee shall perform the duties of town manager of the Employer with reasonable care, diligence, skill and expertise.
- I. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$220,000.00, starting July 1, 2025, payable in installments at the same time and manner that the other employees of the Employer are paid.
- B. Employer agrees to increase the Town Manager's compensation by up to 3% on the July 1, 2026, and July 1, 2027 anniversary dates of this agreement. This increase shall be structured as follows: a 1.5% annual increase to address cost of living adjustments, and an additional 1.5% increase contingent upon the Town Manager receiving a satisfactory performance evaluation (defined as a score of 30 or above) in January of each year, as measured using the Town Manager Performance Evaluation Form attached hereto as Exhibit A. Should the Town Council determine that the Town Manager's performance does not meet the satisfactory threshold, the 1.5% performance-based increase shall not be granted. If the Council does not review the Town Manager annually by June 30th, the Town Manager will receive the additional 1.5% increase for the following fiscal year.
- C. If the Employee continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section until such time as his salary shall be otherwise provided for by the Employer. This paragraph shall survive the termination of this Agreement.
- D. The Employee shall never be eligible for Longevity.

Section 4: Health and Insurance Benefits

- A. The Employer agrees to provide health insurance for the Employee similar to and subject to the same eligibility criteria as made available to a majority of all other Town employees. The Employer agrees to provide and pay 75% of the premium for such health insurance, and the Employee agrees to pay 25% for such health insurance.
- B. B. After July 1 of each year, but prior to July 30, the Town shall pay the employee \$2,000.00 to offset a life insurance and/or disability policy chosen by the employee.

Section 5: Paid Leave

- A. Commencing July 1, 2025, and every July 1st thereafter during the term of this Agreement, the Employee shall be credited with twenty-five (25) days of vacation leave.
- B. For each subsequent year of this Agreement, the Employee is entitled to accrue unused vacation leave, up to a maximum of fifteen (15) days. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time.
- C. The Town Manager shall accrue sick time at the rate of one and one-half (1 ½) days for each completed calendar month of employment. Sick leave will not be accrued by the

Employee for any calendar month in which he is absent due to illness, injury or leave of absence for more than twenty (20) consecutive working days. The Employee may carry over unused sick days into subsequent fiscal years, provided that the total accrued sick leave does not exceed sixty (60) days at any time. There shall be no sick leave buyback upon separation or at any other time. Upon the execution of this Agreement, the Town Manager shall also be credited by the Town with twenty (20) days sick leave. The employee shall be eligible for all other leave granted to non-union employees in the Employee Handbook not addressed in this contract.

Section 6: Automobile

The Employee's duties require that he be on duty and available 24 hours a day, 7 days a week. The Employer shall provide the exclusive and unrestricted use of an automobile to the Employee at the Employer's cost. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile of the Employer's choosing. The Employee shall be responsible for all additional expenses associated with said vehicle, such as tolls and gas.

Section 7: Retirement

The Employee shall be a member of the Plymouth County Retirement Association. In addition, the Employer agrees to contribute an amount equal to 3% of the Employee's base salary into a deferred compensation plan designated by the Employee. This contribution shall be made on a monthly basis and shall discontinue upon the termination or expiration of this agreement.

Section 8: General Business Expenses

The Employer agrees to budget and pay for professional dues, including but not limited to those for the International City/County Management Association (ICMA), as well as subscriptions necessary for the Employee's continued participation, growth, and advancement in national, regional, state, and local associations and organizations that support both the Employee's professional development and the interests of the Employer.

The Employer shall also cover reasonable travel and subsistence expenses for the Employee's attendance at professional and official meetings, functions, and events, such as the ICMA Annual Conference, the Massachusetts Municipal Association, and other relevant governmental groups and committees in which the Employee participates. Additionally, the Employer agrees to fund short courses, institutes, and seminars that contribute to the Employee's professional development.

The Employer shall provide the Employee with a cellphone and laptop for business use, which shall not be included in the \$6,000 annual allowance.

The total amount allocated for general business expenses, including professional development and travel, shall not exceed \$6,000 annually, provided that such funds are appropriated in the annual budget.

Section 9: Termination

For the purpose of this agreement, termination shall be deemed to mean the end of the Employee's relationship with the Employer.

A. Termination by the Town Council other than for Just Cause:

1. The governing body votes to terminate the Employee in accordance with Section 4-8 of the Town of Bridgewater, Town Charter for reasons not considered "just cause" as defined in Section B(1)(i) below.
2. If the Employer or Citizens act to amend any provisions of the Bridgewater Town Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government or the Employee's role, the Employee shall have the right to declare that such amendments constitute termination. An act of the State Legislature that is not directed by the Employer or Citizens of the Town shall not be deemed to be a termination that would allow for the payment of Severance as outlined below.
3. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in a percentage no greater than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

B. Termination by the Council for Just Cause:

1. The governing body votes to terminate the Employee in accordance with Section 4-8 of the Town of Bridgewater's Town Charter for "just cause" as defined below.
 - i. "Just Cause" shall be defined as follows:
 - A. Felony conviction of the Employee by a Court of competent jurisdiction of a criminal offense;
 - B. substantial malfeasance in the performance of his duties as Town Manager; or

- C. A violation of the tenets of the ICMA Code of Ethics and the Massachusetts Municipal Managers Association Code of Ethics.

Section 10: Suspension

Suspension:

1. In accordance with section 25 of Chapter 268A of the Massachusetts General Laws, as amended from time to time, the Town Manager may be suspended by the Council without compensation if the Town Manager is under indictment for misconduct in such office or employment or for a felony related or not related to employment. The Council will act in accordance with Section 25, Chapter 268A, as it relates to the procedures set forth in such chapter.

Section 11: No Severance

Severance only shall be paid to the Employee when the Employee's employment is terminated without just cause.

If the Employee's termination is for "just cause" the Employee shall not be entitled to any Severance.

Section 12: Severance

Should the Employee be terminated as set forth in Section 9 above and without just cause, he/she shall be entitled to the following severance:

- A. The Employer shall provide a minimum severance payment equal to six (6) months salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing weekly basis, at the Employee's option.
- B. The Employee shall also be compensated for all accrued paid time off as required in Section 5.
- C. For a minimum period of six (6) months following termination, the Employer shall pay the cost to continue the following benefits:
 - a. Health insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 13: Resignation

In the event the Employee voluntarily resigns from their position, they shall provide the Employer with a minimum of ninety (90) days' written notice, unless otherwise agreed upon by both parties.

The Employee shall not be entitled to severance in the event of a voluntary resignation under any circumstances.

Section 15: Performance Evaluation

A. Annual Performance Evaluation of the Town Manager

The Town and the Town Manager shall participate in an annual performance evaluation. The evaluation will be based on the attainment of goals established by the Council during the strategic planning process, using the form provided in Exhibit A.

The evaluation process shall proceed as follows:

1. Initiation of Strategic Planning (July/August):
The Council President shall initiate the strategic planning process by referring it to the Council's Strategic Planning Committee.
 2. Goal Development (Within the first 2 months of the fiscal year):
The Strategic Planning Committee shall collaborate with the Town Manager to develop annual Town-wide and management-specific goals. These goals will form the basis of the performance evaluation.
 3. Council Approval (By the first meeting in September):
The Strategic Planning Committee shall submit the proposed goals to the full Council for approval.
 4. Mid-Year Progress Review (January):
The Council President shall call a Strategic Planning Committee meeting to review the Town Manager's progress toward the approved goals.
 5. Performance Evaluation (March 1–31):
The Strategic Planning Committee shall compile evaluations and forward them to the Council President. The full Council will review and return the evaluations to the Strategic Planning Committee for final review.
 6. Initiation of Next Cycle:
The process for setting goals for the following year shall begin again at Step 1.
- A. The individual evaluations by Council Members shall be part of the Town Manager's personnel file, subject to Section 22(e) of Chapter 30A of the Massachusetts General Laws.

Section 16: Hours of Work

The parties acknowledge and agree that the unique nature of the municipal management function and his position as the chief executive officer of the Town requires that the Town Manager will have to expend additional work time beyond the regular office hours of the Town, and to that end Employee shall be allowed to establish an appropriate work schedule of not less than forty (40) hours per week. The Employee shall work all hours as are needed to effectively perform the duties and functions of the position, including but not limited to attendance at meetings of the Council and of any of its subcommittees and at meetings of other governmental bodies of the Town at which matters under the Town Manager's authority are the subject of discussion or deliberation. The parties acknowledge and agree that the Town Manager's position is covered by the executive and administrative exemptions in the Fair Labor Standards Act, 29 U.S.C., §213(a)(1), and that the Town Manager is not eligible for overtime or compensatory time thereunder.

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

Section 17: Transition Duties:

Prior to the Town Manager's separation from employment with the Town, the Town Manager, upon the request of the Town Council, shall use their best efforts to assist the Town in transitioning to a successor town manager, an interim town manager, or an acting town manager; such assistance shall include but is not limited to the Town Manager familiarizing the training the individual whom the Town Council has selected to succeed the Town Manager on a permanent, interim, or acting basis on all pending and planned town matters within the jurisdiction, control, or management of the Town Manager such as but not limited to budget and finance, procurement, capital improvement plans, litigation (including threatened litigation), collective bargaining, human resources and personnel, policies, reorganizations, and economic development.

Section 18: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics and the Massachusetts Municipal Managers Association Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 19: Indemnification

The Town shall defend, save harmless, and indemnify the Town Manager against any tort, professional liability, claim, demand, suit, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. Such indemnification shall be to the full extent allowed by G.L. c. 258, Section 13. The Town Manager agrees to notify the Council promptly of any such tort professional liability, claim or demand, suit, or other legal action that comes to his attention and agrees to cooperate with the Town and with its insurers in the defense of all such. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.

Section 20: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 21: Other Terms and Conditions of Employment

This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employer by the Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

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.

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law,

the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

This Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws, including but not limited to G.L. c. 41, Section 108N. The Town Manager is employed pursuant to the Town of Bridgewater Home Rule Charter and the Town Manager is subject to the provisions thereof and any ordinances adopted pursuant thereto, including but not limited to, one requiring the filing of a Statement of Financial Interest.

This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be addressed under the laws of the Commonwealth of Massachusetts, including but not limited to G.L. c. 41, Section 108N.

Section 22: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) TOWN: Town Council Clerk
 Town of Bridgewater
 Academy Building
 Bridgewater, MA 02324

with a copy: Jason M. Rawlins, Esq.
 Law Office of Jason Rawlins
 555 Bedford Street, Suite 1
 Bridgewater, MA 02324

(2) TOWN MANAGER: Justin Casanova-Davis
 Town of Bridgewater
 Academy Building
 Bridgewater, MA 02324

IN WITNESS WHEREOF, the Town of Bridgewater has caused this Agreement to be signed and executed on its behalf by the Town Council and the Town Manager has signed and executed this Agreement, both in duplicate, on the day and year first above written.

TOWN MANAGER

TOWN COUNCIL

Certified as to availability of appropriation

Town Accountant

Approved as to form:

Town Attorney



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/8/2025
First Reading: 4/8/2025
Second Reading: 4/22/2025
Amendments Adopted:
Third Reading:
Date Adopted: 4/22/2025
Date Effective: 5/22/2025

Order O-FY25-050: Acceptance of Donation - Bridgewater Firefighter's Association

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows: “An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a Donation from the Bridgewater Firefighter’s Association of \$142.40 for the purchase of an American Flag to be displayed on the Common.

NOW THEREFORE, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the donation in accordance with stated purpose thereof.

Explanation:

The Bridgewater Firefighter’s Association has graciously donated \$142.40 to purchase a new American Flag to replace the older American Flag on the Commons.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Town Council	<ul style="list-style-type: none">4/8/25: Referred to Budget & Finance and Finance Committee

• Finance Committee/Budget & Finance	• 4/14/25: Joint meeting held
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In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/8/2025
First Reading: 4/8/2025
Second Reading: 4/22/2025
Amendments Adopted:
Third Reading:
Date Adopted: 4/22/2025
Date Effective: 5/22/2025

Order O-FY25-051: Transfer Order - Flag Pole

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate \$25,000 below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Other One Time Stabilization Fund	80135-596100	Transfer to General Fund	\$25,000.00
Total:			\$25,000.00

<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
INSTALLATION OF FLAGPOLE	10192225-587000	INSTALLATION FLAGPOLE	\$25,000.00
Total			\$25,000.00

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Town Council	<ul style="list-style-type: none">4/8/25: Referred to Budget & Finance and Finance Committee
<ul style="list-style-type: none">Finance Committee/Budget & Finance	<ul style="list-style-type: none">4/14/25: Joint meeting held

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 6-2.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/8/2025
First Reading: 4/8/2025
Second Reading: 4/22/2025
Amendments Adopted:
Third Reading:
Date Adopted: 4/22/2025
Date Effective: 5/22/2025

Order O-FY25-052: Acceptance of Executive Office of Energy & Environmental Affairs MVP Grant for Hanson Farm Conservation Restriction Purchase

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received notice of a grant award of \$3,000,000 from the Executive Office of Energy & Environmental Affairs for the project Hanson Farm Conservation Restriction Purchase. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the grant in accordance with stated purpose thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">• Town Council	<ul style="list-style-type: none">• 4/8/25: Referred to Budget & Finance and Finance Committee
<ul style="list-style-type: none">• Finance Committee/Budget & Finance	<ul style="list-style-type: none">• 4/14/25: Joint meeting held

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Attachments: 1. Bridgewater CR 17523 w rrp comments 3 27 2025 CLEAN VERSION-1

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

GRANTOR: Carol H. Chaffee, and David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust

GRANTEES: Town of Bridgewater and Wildlands Trust, Inc.

ADDRESS OF PREMISES: 600 Pleasant Street, Bridgewater, MA 02324

FOR GRANTOR'S TITLE SEE: Plymouth County Registry of Deeds at Book 10049, Page 194, and Book 10622, Page 319.

GRANT OF CONSERVATION RESTRICTION HANSON FARM CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, u/d/t dated September 26, 1990 and recorded in the Plymouth County Registry of Deeds at Book 10049, Page 185, with an address at 602 Pleasant Street, Bridgewater, Massachusetts 02324, being the owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Bridgewater acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws and its permitted successors and assigns ("Primary Grantee"), and Wildlands Trust, Inc, a nonprofit organization with an address of 675 Long Pond Road, Plymouth, Massachusetts, 02360, and its permitted successors and assigns ("Secondary Grantee"), for Three Million Dollars (\$3,000,000), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Bridgewater containing a 71.79 acre portion (the "Premises") of a 73-acre property (the "Property"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto. As used herein, the terms "Grantee" and "Grantees" shall refer to the Primary Grantee and the Secondary Grantee collectively.

The Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Bridgewater Town Council held on _____ an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the

Conservation Restriction is under the care, custody, and control of the Conservation Commission of the Town of Bridgewater. Additionally, the Conservation Restriction was acquired by utilizing, in part, funds awarded to the Town of Bridgewater through the Commonwealth's Municipal Vulnerability Preparedness ("MVP") Grant Program as authorized by Chapter 209 of the Acts of 2018 in support of Executive Order 569.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

Preservation of Land with Prime Farmland Soils

- The Premises includes approximately 29.69 acres of Prime Farmland Soils (41.2%), 16.11 acres of Statewide Soils of Importance (22.4%) and 26.16 acres of Other Soils (36%) as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.

Scenic Views

- The Premises is one of the last remaining working farms in Bridgewater and provides views of a scenic agrarian landscape visible from Massachusetts State Rt. 104/Pleasant Street, a public way in the Town of Bridgewater.

Open Space Corridors/Landscape Connectivity and Ecosystem Integrity

- The Premises contributes to the protection of the scenic and natural character of Bridgewater and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises is closely proximate to two Conservation Restrictions held by the Primary Grantee Town of Bridgewater on adjacent parcels that collectively protect 62 acres (Bridgewater CR #8 and Bridgewater CR #9).

Aquifer/Drinking Water Protection

- The Premises is situated within an area identified by the Commonwealth of Massachusetts Department of Environmental Protection (DEP) as a “Zone II Wellhead Protection Area”. DEP identifies said areas as important for the protection of recharge areas around public water supply (“PWS”) sources.
- The Premises is partially within a “Medium-Yield Aquifer Area” as mapped by the Commonwealth of Massachusetts. Said areas are based on the United States Geological Survey (“USGS”) 1:48,000 hydrologic atlas series on groundwater favorability.

Wetlands Protection

- The Premises includes several distinct areas of the “Shrub Swamp”, “Wooded Swamp Mixed Trees”, “Wooded Swamp Deciduous”, and “Shallow Marsh Meadow or Fen” wetland types. Wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).

Public Access/Passive Recreation

- Public access to the Premises will be allowed for passive outdoor recreation pursuits, including education, hiking, and nature study.

Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy

- Congruence with Public Policy Goals: Protection of this property advances several of the goals and objectives identified in Section 8, Goals and Objectives of the 2017 Town of Bridgewater Open Space and Recreation Plan Update, including:
 - *Pg. 119, Goal #4, To preserve and cultivate public and private agricultural lands; Objective #4, “Protect historic agricultural land by encouraging sustainable land use practices such as Conservation Restrictions (CR), Agricultural Preservation Restriction (APR), and Transfer of Development Rights (TDR)”;* *Objective #5, “Utilize state programs to support investment in continuing farm”.*
 - *Pg. 129, Goal #4, To preserve and cultivate public and private agricultural lands; Action step,, “Communicate with and encourage landowners to protect agricultural lands through CR, APR, and TDR.”.*
- Congruence with Public Policy Goals: Protection of this property advances several of the goals and objectives identified in the 2023-2050 Commonwealth of Massachusetts Farmland Action Plan, including:

- Pg. 51, Goal IA(1), *Purchase agricultural restrictions to permanently protect farmland, help increase affordability, and keep it in production.*
- Pg. 151, Goal liA(2), *Seek development of creative funding mechanisms or strategies that would significantly increase funding to support protection.*

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam. But excluding "Pumphouse 1", "Pumphouse 2", "chicken coop" and concrete pad to be used for processing wood and not as a foundation for any structure as illustrated on the Plan attached hereto as Exhibit B;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or

other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;

7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any parcel other than the unencumbered portion of the Property;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a

manner that minimizes damage to surrounding, non-target species and preserves water quality;

3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to eight (8) feet in width overall, with a treadway up to six (6) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
6. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
7. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments (provided however the manner of such motorized vehicle use is approved in advance by Grantee) and at any time for any Forest Management and/or Agricultural Activities (or any activities reasonably associated therewith).
8. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping, hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and/or educational activities;
9. Forest Management.

- a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.
- b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantees, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs"); and
 - iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

10. Agricultural Activities.

- a. Permitted Activities. "Agricultural Activities" are collectively defined as "Animal Husbandry" and "Horticulture," defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or

selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.

- ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, "Best Agricultural Practices") and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws ("Healthy Soils and Practices"), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;

- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan ("Farm Conservation Plan"), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of

pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and

- iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.

d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:

- i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.
- ii. Grantor must obtain prior written approval, including any necessary permitting from the Grantees, for the following improvements:
 - 1. New wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation. Maintenance or repair of the existing well shall not require Grantee’s approval.
 - 2. The maintenance, repair, and reconstruction of the four structures existing as of the effective date of this Conservation Restriction, shown as “Pumphouse 1”, “Pumphouse 2”, “any Chicken Shed” and concrete pad to be used for wood processing and not as a foundation for any future structure as shown on the plan in Exhibit B attached hereto is permitted. In the event replacement, structures shall not exceed their current footprint or height as shown in the Baseline Documentation Report, a copy of which is on file with both Grantor and the Grantee. Grantor shall provide prior written notice in advance of reconstructing said existing structures. Any such replacement structures shall be located substantially within their present locations unless otherwise approved in writing by the Grantee.
- iii. The following improvements are permitted without prior approval from the Grantees:
 - 1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing,

hayracks, “run-in” shelters or other three-sided shelters, hoop houses (also known as “high tunnels”), and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;

iv. Pond Maintenance, Enlargement, and Use.

1. Pond Maintenance. The Grantor may maintain the existing irrigation ponds (the “Ponds”) located on the Premises as documented in the Baseline Report, which maintenance may include excavation of the Ponds to maintain surface area and depth, and other activities consistent with Paragraph III.B. as necessary to maintain safe use of the Ponds and their integrity and ability to store water, and may use the Ponds in support of Agricultural Activities and/or other Permitted Acts and Uses.
2. Pond Enlargement. With prior written approval of the Grantees, the Grantor may enlarge the Ponds such that the area impacted by the Ponds, including the surface area of the water, shall not exceed 125% of their surface areas as of the Effective Date of this Conservation Restriction, as documented in the Baseline Report.
3. Pond Features. Soils excavated from the Premises in the process of enlarging and/or maintaining the Ponds may be deposited adjacent to the perimeter of the Ponds to create berms or similar features of the Ponds or may be hauled off the Premises, or, upon the approval of the Grantees, deposited in other areas of the Premises to facilitate erosion control, preservation of soils, and/or for leveling and maintenance of existing roadbeds upon the Premises. The Grantor may haul in clay or similar soils to line the bottom of the Ponds to minimize seepage.

- e. Agri-tourism. The use of the Premises for “Agri-tourism” activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantees, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.

11. Green Energy. With prior written approval of the Grantees, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantees will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. Grantee Review.

Where Grantee's approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

- IV. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval. **INSPECTION AND ENFORCEMENT**

A. **Entry onto the Premises**

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.
4. Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.8, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.8. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Primary Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right as of the Effective Date (See Paragraph XII.) was determined to be eighty-five and seventy-one hundredths percent (85.71%). Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Primary Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Primary Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Primary Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantees may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantees shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or

8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Bridgewater and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Carol H.
Chaffee, David A.
Hanson and Robert J.
Hanson, Trustees of the
Hanson Family Realty
Trust

565 Pleasant Street
Bridgewater, MA, 02324

With copy to: Robert Pellegrini, Esq.
PK Boston Law
54 Main Street
Bridgewater, MA 02324

To Primary
Grantee: Town of Bridgewater
66 Central Square
Bridgewater, MA, 02324

With copy to: Jason M. Rawlins, Esq.
Rawlins Asack, LLC.

555 Bedord Street, Suite 1
Bridgewater, MA 02324

To Secondary
Grantee: Wildlands Trust, Inc.
675 Long Pond Road
Plymouth, MA, 02360

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

C. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid. **Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantees with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other

documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws,

or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then their rights and obligations under this Conservation Restriction shall run to the Town of Bridgewater Conservation Commission. If the Town of Bridgewater Conservation Commission is no longer in existence at the time the rights and obligations under this Conservation Restriction would otherwise vest in it, or if the Town of Bridgewater Conservation Commission is not qualified or authorized to hold conservation restrictions as provided for assignments pursuant to Paragraph VII, or if it shall refuse such rights and obligations, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor: Carol Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust

Primary Grantee Acceptance: Town of Bridgewater Conservation Commission

Secondary Grantee Acceptance: Wildlands Trust, Inc.

Approval of Bridgewater Town Council

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Bridgewater Town Council Vote Authorizing the Use of CPA Funds

WITNESS our hand and seal this ____ day of _____, 2025

Carol Chaffee, Trustee, Hanson Family Realty Trust

David A. Hanson, Trustee, Hanson Family Realty Trust

Robert J. Hanson, Trustee, Hanson Family Realty Trust

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Carol Chaffee as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared David A. Hanson as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Robert J.. Hanson as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF BRIDGEWATER CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Bridgewater, Massachusetts, hereby certify that at a public meeting duly held on _____, 2025, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Carol Chaffee, David A. Hanson, and Robert J. Hanson as Trustees of the Hanson Family Realty Trust, pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF BRIDGEWATER CONSERVATION COMMISSION:

Wendy Smith, Chair

Marilyn McDonald, Vice-Chair

Harry Bailey, Member

Eileen Prisco, Member

Mark Peterson, Member

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Carol Chaffee, David A. Hanson, and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, was accepted by Wildlands Trust, Inc. this _____ day of _____, 2025.

By: _____
Karen Grey

Its: President, duly authorized

By: _____
Greg Lucini

Its: Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Karen Grey as President of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Greg Lucini as Treasurer of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF BRIDGEWATER TOWN COUNCIL

We the undersigned, being a majority of the Town Council of the Town of Bridgewater, hereby certify that at a public meeting duly held on _____, 2025, the Council voted to approve the foregoing Conservation Restriction from Carol Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BRIDGEWATER TOWN COUNCIL

Kevin Perry, President

Paul Murphy, Vice President

Fred Chase

Adelene Ellenberg

Mark Linde

Johnny Loreti

Mary McGrath

Sonya Lee Striggles

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Carol Chaffee, David A. Hanson and Robert J. Hanson. Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Bridgewater, *Plymouth County*, Massachusetts, containing 71.79 acres, +/-, shown as "Lot A", "Plot 8", "Plot 22", and "Plot 108" on a plan of land titled "Hanson Family Realty Conservation Restriction Plan of Land", dated 3/4/2025, prepared by J.K. Holmgren Engineering LLC, 1024 Pearl Street, Brockton, Massachusetts 02301, said plan recorded in the Plymouth County Registry of Deeds at Book _____, Page _____. A reduced copy of said plan is attached hereto as Exhibit B.

DRAFT

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Plymouth Registry of Deeds Plan Book ____ Page ____.

DRAFT

EXHIBIT C

Attested Copy of Vote of Bridgewater Town Council

DRAFT



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/8/2025
First Reading: 4/8/2025
Second Reading: 4/22/2025
Amendments Adopted:
Third Reading:
Date Adopted: 4/22/2025
Date Effective: 5/22/2025

Order O-FY25-053: Acceptance of Grant - High Street Dam - Town River Restoration

ORDERED, that the Town Council assembled vote to,

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received notice of a grant award of \$11,000 from the Division of Ecological Restoration. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the grant in accordance with stated purpose thereof.

Explanation:

The purpose of this project is to remove the High Street Dam to restore natural stream processes in the

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Town Council	<ul style="list-style-type: none">4/8/25: Referred to Budget & Finance and Finance Committee
<ul style="list-style-type: none">Finance Committee/Budget & Finance	<ul style="list-style-type: none">4/14/25: Joint meeting held

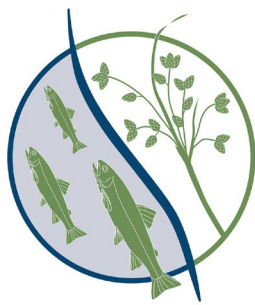
VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Attachments: 1. Town River Restoration Award Letter

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Massachusetts Department of Fish and Game

Division of Ecological Restoration

Invested in Nature and Community

*Beth Lambert, Director
Hunt Durey, Deputy Director*



Maura T. Healey
Governor
Kimberley Driscoll
Lieutenant Governor
Rebecca L. Tepper
Secretary
Thomas K. O'Shea
Commissioner

Attn: Blythe C. Robinson
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

March 17, 2025

Dear Blythe,

Congratulations!

We are pleased to notify you that the Town of Bridgewater has been selected to receive the FY25 Priority Project Program Advancement Grant for the Town River Restoration/High Street Dam Removal Project.

You will be receiving further instructions from Division of Ecological Restoration staff on next steps. Please feel free to contact Chris Hirsch, Dam Removal Program Manager (chris.hirsch@mass.gov, 857-202-2866), if you have any questions regarding this award.

We congratulate you again on your award and are excited to work with you on this grant to collaboratively advance DER's mission to restore rivers, wetlands, and watersheds for the benefit of people, fish, and wildlife throughout the Commonwealth.

Sincerely,

Beth Lambert

Director, Division of Ecological Restoration



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/8/2025
First Reading: 4/8/2025
Second Reading: 4/22/2025
Amendments Adopted:
Third Reading:
Date Adopted: 4/22/2025
Date Effective: 5/22/2025

Order O-FY25-054: Transfer Order - Conservation Easement/Restriction - Hanson's Farm

ORDERED, that the Town Council assembled vote In accordance with section 6-4 of the Bridgewater Home Rule Charter, vote to appropriate \$32,138 from CPC Account #324100 - Open Space Reserve to support the acquisition of the development rights of the Hanson Family Trust Farm, 600 Pleasant Street, Bridgewater, MA 02324.

Explanation:

Please see the attached CPC Application

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Town Council	<ul style="list-style-type: none">4/8/25: Referred to Budget & Finance and Finance Committee
<ul style="list-style-type: none">Finance Committee/Budget & Finance	<ul style="list-style-type: none">4/14/25: Joint meeting held

Attachments:

1. Recommendation - Hansons Farm
2. Hanson Farm CPA Application

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 7-1.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Town of Bridgewater, MA

Community Preservation Committee

66 Central Square, Bridgewater, MA 02324

April 2, 2025

Ms. Blythe Robinson, Acting Town Manager
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

Re: Purchase of Conservation Easement/Restriction – Hanson's Farm

Dear Ms. Robinson:

In response to your application for the purchase of a conservation easement/restriction (CR) from the Hanson Family Trust, dated March 24, 2025, the following motion was made by Carlton Hunt and duly seconded by Pat Driscoll at the CPC's March 26th meeting for discussion. After much discussion and an amendment made by Pat Driscoll and seconded by Geoff Merriman, the following motion passed unanimously with 6 yeas and 0 nays.

Move that the Community Preservation Committee recommend Bridgewater's Town Council appropriate \$32,138 taken from the CPC Account 324100 (Open Space Reserve) to support the acquisition of the development rights of 71.79 acres of the Hanson Family Trust farm (600 Pleasant St., Bridgewater MA 02324 funded primarily with Municipal Vulnerability Grant # CT-ENV-MVPACTION041BRIDGE25 awarded 08/19/2024 for a State approved Conservation Restriction (draft submitted Jan. 29, 2025). The CPC further recommends the Town Council appropriate \$3,000,000 for the purchase which will be reimbursed under the MVP Grant award. The recommended CPA funds support the State's required 1% grant match and include funding for signage, public access trail material, production of an Environmental Assessment Report and Baseline Report, and Stewardship Endowment Costs for the Conservation Restriction holder Wildlands Trust, Plymouth Massachusetts.

To summarize the amount recommended, the Councilors should be made aware of the following. As shown in the application, the total cost for the project is \$3,034,138. However, thanks to the work of the Town Manager's Office, the Town was fortunate to receive a Municipal Vulnerability Protection (MVP) grant in the amount of \$3m which required a 1% town match. The Town was allowed to apply staff costs of \$2000 for developing the CR as part of the match. The net CPA funds recommended, after these two funding sources, is \$32,138.

Please see that this information is placed on the Town Council agenda for their next meeting and that the attached application and related documents are forwarded to the Council members as backup to the order. We are happy to answer any questions the Council may have regarding this recommendation.

I would appreciate if you would let me know when the Council acts on the order so we can prepare the award letter.

Sincerely,

A handwritten signature in black ink that reads "Gina Guasconi". The signature is written in a cursive style with a large, stylized "G" and "G".

Gina Guasconi, Chair
Community Preservation Committee

cc: Josh McGraw
Laurie Guerrini
Kevin Perry
Debra Ward
Carlton Hunt



Project Application

Community Preservation Committee

Bridgewater, MA

Cover Sheet

An electronic copy of this application and all supporting materials should be submitted to the CPC Chair at cpc@bridgewaterma.org and the CPC's administrative assistant (McGraw, Joshua <JMCRAW@bridgewaterma.org>). Applications should be submitted **no later than 4:00PM at least two weeks prior to the CPC's meeting (the CPC meets on the fourth Wednesday of each month).**

Complete applications received by this date will be reviewed at the next CPC meeting and considered for recommendation to the Town Council. Applications received after this will be reviewed at the following month's meeting, unless you receive an exception from the CPC chair for cases related to real estate purchase opportunities.¹ Projects may have timelines extending to a maximum of five years.

Projects will be favored by the CPC where:

- The project addresses at least one goal of the current CPC 5-yr. plan <https://www.bridgewaterma.org/DocumentCenter/View/2928/Community-Preservation-Committee-Plan?bidId=>
- the applicant has site control of the proposed project parcel or involvement of the site owner.
- there is demonstrated community support for the project from elected officials, abutters, user groups, civic associations, and community organizations.
- applicants can demonstrate their capacity to implement their project and have a plan for ongoing maintenance and stewardship. projects occur on public space or private space with public access.

- Applicant Signature: Blythe C. P. R. Date Submitted: 3/24/25

¹ For cases related to real estate purchase opportunities, the CPC may consider emergency requests for funding outside of their regular meeting schedule. If you think you might be eligible for emergency consideration, please contact the CPC Chair. The CPC Chair has the authority to accept exceptions or extensions. They will consider such requests on a case-by-case basis and is under no obligation to grant any requested extensions or exceptions.



Project Application

Community Preservation Committee

Bridgewater, MA

Complete Application Check List

Please submit the application in this order:

- ☐ Project Application Cover Page (signed)
- ☐ Project Narrative and Timeline
- ☐ Budget Narrative and cost breakdown
- ☐ Required Project Attachments including:
 - ☐ Documentation of who has site control on the property (if other than the applicant)
 - ☐ Photographs of project site (at least three (3))
 - ☐ Map of project site showing nearest major roads or intersections
 - ☐ Letters of support from relevant Town departments, officials, and boards/commissions
 - ☐ Letters of commitment (from any organizations or individuals providing funding to the project)
- ☐ Other attachments as applicable and available to your project.

Note: Applicants may be required to submit additional supporting materials and documentation, as requested by the CPC, to aid the committee in their decision-making process.



Project Application

Community Preservation Committee

Bridgewater, MA

GENERAL INFORMATION

Project Name: Hanson Farm Conservation Restriction

Project Location (address and neighborhood): 600 Pleasant Street

Legal Property Owner of Record: Hanson Family Trust

CPA Program Area (check all that apply):

☒ Open Space ☐ Historic Preservation ☐ Community Housing ☒ Recreation

PROJECT DESCRIPTION

Short Project Description: Purchase of the development rights through a conservation restriction of 71.79 acres of farmland

Estimated Start Date: May 1, 2025

Estimated Completion Date: June 30, 2025

PROJECT CONTACT

Contact Person: Blythe C. Robinson

Telephone: 508-697-0919

Email: townmanager@bridgewaterma.org

Project Sponsor/Organization (check one below):

☒ Town Committee or Department ☐ Public Charity/Non-Profit ☐ Private

Have you or this organization applied for or received CPA funding before? ☒ Yes ☐ No

If yes, what project and when? Various Projects

ASSURANCE

I, Blythe Robinson hereby certify under the penalties of perjury the

following application information is true and correct to the best of my knowledge and I am legally able to enter into a contract on behalf of Town of Bridgewater (with the Town of Bridgewater for Community Preservation Funds.



Project Application

Community Preservation Committee

Project Narrative

Use as much space as needed and refer to the CPC's Project Application Guidance for requirements

1. **PROJECT DESCRIPTION, TASKS, & ANTICIPATED OUTCOME:** See attachment
2. **CPC GOALS AND PRIORITIES:** See attachment
3. **COMMUNITY NEEDS:** See attachment
4. **COMMUNITY SUPPORT:** List of Letters of Support

Name <i>(committee, department, official, organization, etc.)</i>	Date Requested	Date Submitted
Open Space Letter of Support		

5. **IMPLEMENTATION AND TIMELINE:** A purchase & sale agreement has been executed and the draft Conservation Restriction has been submitted to the State for approval. The P&S is effective 9//24. Per the MVP Grant, the CR must be finalized by June 30, 2025.
6. **ORGANIZATIONAL EXPERIENCE AND CAPACITY:** The Town is an institutional applicant.
7. **MAINTENANCE:** No Town funded maintenance is anticipated.
8. **MULTI-YEAR PROJECTS:** This Project is not a multi-year project.



Project Application

Community Preservation Committee

Bridgewater, MA

Project Application Attachments (see Application Guidance)

1. **SITE CONTROL**
2. **COMMUNITY SUPPORT**
3. **VISUAL MATERIALS:**
4. **MAPS:**
5. **FUNDING SUPPORT REQUIREMENTS**
 - a. Historic Preservation Proposals
 - b. OPEN SPACE PROPOSALS
 - c. RECREATION PROPOSALS
 - d. COMMUNITY HOUSING PROPOSALS
 - e. Proposals Involving Real Property
 - f. Proposals Involving Design and Construction

Check out the CPC's webpage for more information:

<https://www.bridgewaterma.org/1353/Community-Preservation-Committee>

If you have questions, please contact the Community Preservation Committee Chair at cpc@bridgewaterma.org.



Project Application

Community Preservation Committee

Bridgewater, MA

Project Budget Narrative

PROJECT COST:

Project Budget Overview

Total Project Cost	CPA Amount Requested	Other Funding Sources	CPA Funds: % of Total
\$3,034,138	\$32,138	\$3,002,000	1.0%

LEVERAGING FUNDING:

Sources of Funding Overview

Source <i>(private, federal, state, or local government)</i>	Amount	Status <i>(received, pending, will apply)</i>
State funding – MVP Grant	\$3,000,000	Grant awarded, reimbursement will be sought once CR is in place and Town Council & Cons. Commission approve
Match for Town Staff Work	\$2,000	
CPC Contribution	\$32,138	
	\$	
	\$	

BONDING AGAINST CPA FUNDS: No bonding anticipated unless grant funding falls through

ANTICIPATED PROJECT EXPENSES: See Summary

PROJECT COST ASSUMPTIONS: Purchase of development rights with MVP Grant. Staff time work after MVP Grant award, e.g., negotiation of CR etc. Signage includes trail map and required CPA funding sources, equipment is estimated cost of trail materials for passages over wet areas, e.g., bog bridge

ACQUISITION OF AN INTEREST IN REAL ESTATE: Yes, Conservation Restriction by purchasing the development rights of the farm



Project Application

Community Preservation Committee

Bridgewater, MA

Project Budget Attachment

BUDGET OVERVIEW

Total Project Cost	CPA Amount Requested	Other Funding Sources	CPA Funds: % of Total
\$3,034,138	\$32,138	\$3,002,000	1.0%

INCOME – OTHER SOURCES OF PROJECT FUNDING

Source (private, federal, state, or local government)	Amount	Status (received, pending, will apply)
State Funding – MVP Grant	\$3,000,000	Grant awarded, reimbursement will be submitted by July 30, 2025
Match for Town Staff Work	\$2,000	
	\$	
	\$	
	\$	

SUMMARY OF PROJECT EXPENSES²

	CPA Funds	Other Funding	Total
Personnel	\$	\$2,000.00	\$2,000.00
Equipment	\$9,500.00	\$	\$9,500.00
Supplies	\$	\$	\$
Design and Contracts	\$22,638.00	\$	\$22,638.00
Construction	\$	\$	\$
Other	\$	\$	\$
TOTAL	\$32,138.00	\$2,000.00	\$34,138.00

² Equipment is generally defined as an item with a useful life expectancy of more than one year. Supplies are defined as an item with a useful life of less than one year. Construction means all types of work done on a particular property or building including erecting, altering or remodeling.



Project Application

Community Preservation Committee

Bridgewater, MA

DETAILED PROJECT EXPENSES

Personnel

	CPA Funds	Other Funding	Total
	\$	\$	\$
Personnel Time	\$	\$2,000.00	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$2,000.00	\$2,000.00

Equipment³

	CPA Funds	Other Funding	Total
	\$		
Signage	\$7,500.00	\$	\$7,500.00
Trails	\$2,000.00	\$	\$2,000.00
	\$	\$	\$
TOTAL	\$9,500.00	\$	\$9,500.00

Supplies⁴

	CPA Funds	Other Funding	Total

Design and Contracts

	CPA Funds	Other Funding	Total
Recording Fees	\$1,500.00		\$ 1,500.00
Wildlands Trust	\$17,138.00	\$	\$17,138.00
Env. Site Assessment/Baseline Documentation	\$4,000.00	\$	\$4,000.00
	\$	\$	\$
TOTAL	\$22,638.00	\$	\$22,638.00

³ Equipment is generally defined as an item with a useful life expectancy of more than one year.

⁴ Supplies are defined as an item with a useful life of less than one year.

Project Description, Tasks and Anticipated Outcome:

The Project will purchase a conservation easement over approximately 71.79 acres of farmland and provide public benefits as outlined in the draft Conservation Restriction. This Project is very similar to the Murray/Needs CR purchase in 2015.

CPC Goals and Priorities:

The project will achieve various CPC Plan, Open Space & Recreation Plan, and MVP Plan goals:

FY25-FY29 Community Preservation Plan:

- **Page 8: GOALS: Open Space and Passive Recreation**
- **Chapter 4: Open Space:**
 - **Goal #1:** Preserve Bridgewater's farms and agricultural lands to protect the town's agricultural heritage, support local food production, and maintain its scenic open spaces and community charm.
 - **Goal #3:** Preserve and acquire strategic private open space properties along water resources and river corridors to improve water quality and to protect priority wildlife habitats and critical natural landscapes from development.

2017 Open Space & Recreation Plan

- *Page 19: Between 1971 and 2013, acreage of farmland in Bridgewater declined from close to 3,000 acres to just over 1,000 acres. This project will prevent further decline of farmland through the conservation easement.*
- *Page 23: Working farms include the Murray and Needs properties on North Street and the Hanson Farm on Route 104. These agricultural areas and the acres of non-forested wetland make up most the town's open vistas.*
- *Page 20: On the ecological side the extensive paving accompanying such a build-out would increase runoff, decreasing recharge and depressing water tables unless most development is done as Low Impact Development (LID). This would feature a maximum of recharge and integration of vegetation into storm water management. This project prevents the impact of future development to the land.*

MVP Plan

- **Goal #12: Protect agricultural land** - Continue to implement Open Space and Recreation Plan
- **Community Needs:**
 - The Project accomplishes a long-term municipal goal of securing the development rights to the Hanson Farm property to create open space and recreation while addressing concerns of adverse impacts if the land was developed.

February 22, 2024

Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

Subject: Hanson Farm Conservation Restriction

To Whom It May Concern:

The Open Space Committee of Bridgewater submits this letter to express its enthusiastic support for the Town's purchase of a conservation restriction on the approximately 72-acre Hanson Farm located on Pleasant Street (Route 104). This project, initiated by Hanson Farm, will allow for the acquisition of the development rights for the property and ensure its continued use for agricultural purposes. We strongly support the efforts of the Town to seek Community Preservation funds, as well as funds from other available grant programs, for this purchase.

Hanson Farm is a Bridgewater landmark and a local treasure. It has been actively farmed by the Hanson family since the 1930s. It continues to provide fresh eggs and locally grown vegetables to the Bridgewater community, and at a reasonable price. It is a scenic property bordering Route 104, providing pastoral vistas on both sides of the road. It is a gathering spot for all ages who come to purchase Christmas trees and decorations, Halloween pumpkins and hay bales, ice cream, and to visit the farm animals.

The farm property provides numerous public benefits as one of the last existing ties to the agricultural history of Bridgewater. The 2018 Bridgewater Open Space and Recreation Plan (pg 3) identifies the following Goal and Objectives, which are directly relevant to this purchase.

Goal: To preserve and cultivate public and private agricultural lands.

Objectives:

1. Protect historic agricultural land by encouraging sustainable land use practices such as Conservation Restrictions (CR), Agricultural Preservation Restriction (APR), and Transfer of Development Rights (TDR).
2. Utilize state programs to support investment in continuing farm operations

The 2018 Open Space Plan notes that Bridgewater has lost a significant percentage of its agricultural properties to development. The loss of agricultural land continues. Placing a conservation restriction on the Hanson Farm property is crucial to preserving what is left of the town's agricultural land and farming culture.

Thank you for your consideration of our comments.

On behalf of the Bridgewater Open Space Committee
Eileen Hiney, Chair

TOWN OF BRIDGEWATER PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
DATE

RESERVED FOR REGISTRY USE

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN PREPARING THIS PLAN.

5/5/2023
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

THE INTENT OF THIS PLAN IS TO REDVIDE PLOTS 10 AND 18 INTO 2 LOTS SHOWN AS LOTS A + B.

GENERAL NOTES :

ASSESSORS MAP : 60 PLOT : 10 & 18

LOCUS DEED REFERENCE : BOOK 10049, PAGE 194

PLAN REFERENCE: PLAN 8873
6 888
BK 33 PG 1015
BK 32 PG 101
BK 18 PG 1043
BK 18 PG 210
BK 14 PG 1051
BK 42 PG 117
BK 25 PG 62
BK 25 PG 63
BK 50 PG 791
BK 41 PG 616
BK 25 PG 719
BK 33 PG 1184
BK 29 PG 235
BK 6 PG 688

APPLICANT/OWNER :
CHAFFEE CAROL & HANSON DAVID E
TRUSTEES HANSON FAMILY REALTY
600 PLEASANT STREET
BRIDGEWATER, MA 02324

Assessors Map: 60 Plot: 10 & 18
600 Pleasant Street, Bridgewater, Massachusetts

PREPARED FOR

HANSON FAMILY REALTY

TITLE

PLAN OF LAND

J.K. HOLMGREN ENGINEERING, LLC.

Registered Professional Engineers and Land Surveyors
1024 Pearl Street, Brockton, MA. 02301
Phone - (508) 583-2595
Email : sfaria@jkholmgren.com

J.K. Holmgren Engineering
Registered Professional
Engineers & Land Surveyors

100 0 100 200
SCALE IN FEET

SCALE: 1" = 100'

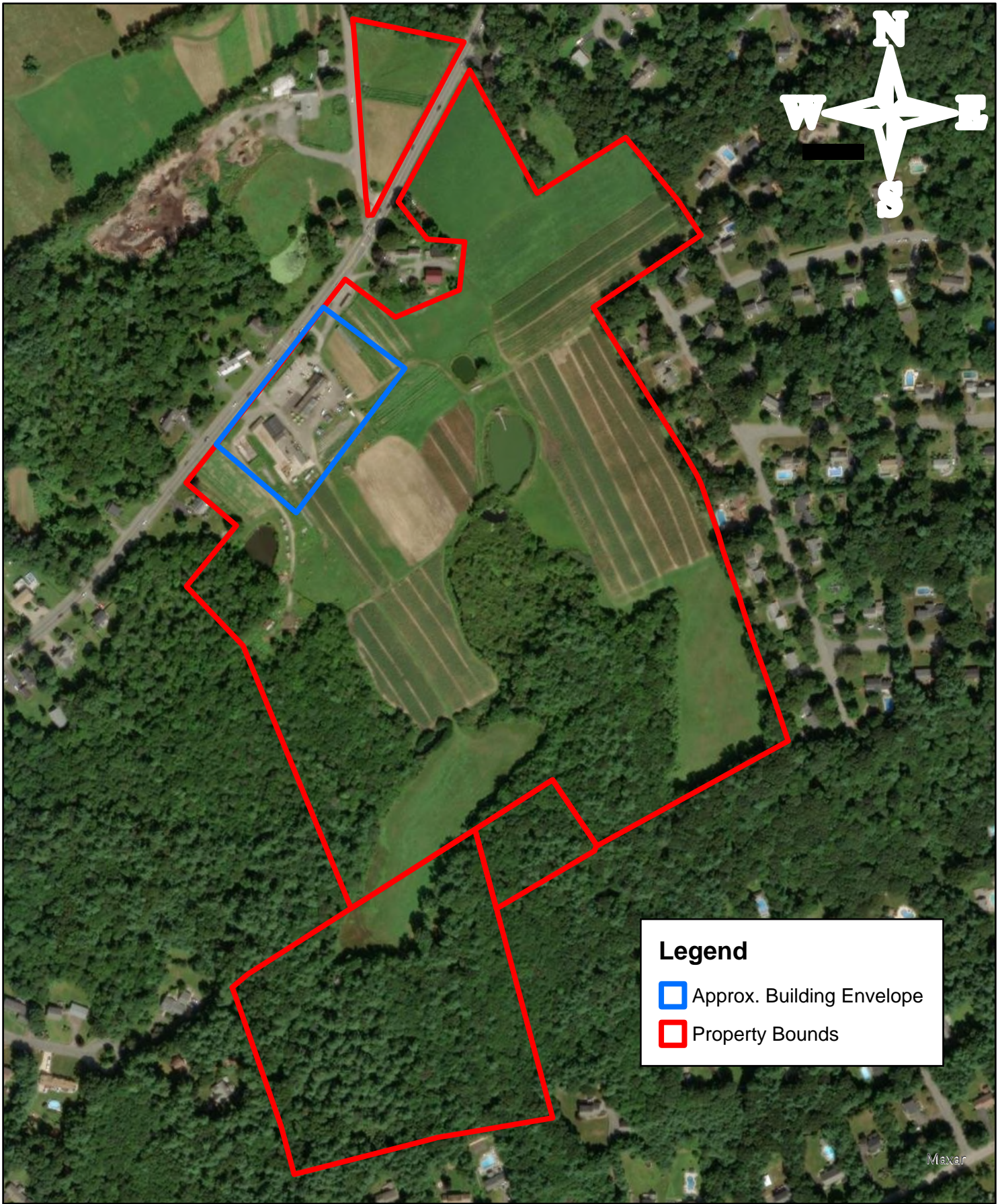
DATE: 04/21/2023

NO.	BY	DATE	REMARKS

C-1

DRAWING NUMBER

H:\2021\2021-039 Hanson Farms, 600 Pleasant St., Bridgewater\SURVEY\2021-039GPS2(FUTURE).dwg
2021-039



Aerial Map
Hanson Farm CR
Bridgewater CR #

Map Center: 70° 59' 42" W 41° 58' 30" N



Date Exported: 1/28/2025
Total Property Acres: 71.97
0 0.03 0.07 0.13 Miles



Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 4/8/2025
First Reading: 4/8/2025
Second Reading: 4/22/2025
Amendments Adopted: 4/22/2025
Third Reading:
Date Adopted: 4/22/2025
Date Effective: 5/22/2025

Order O-FY25-055: Proposition 2 1/2 Ballot Question

ORDERED: (1) that the Town of Bridgewater, pursuant to G.L. c. 59, § 21C(g), shall seek voter approval at the special election on June 21, 2025 to assess taxes in excess of the amount allowed pursuant to G.L. 59 § 21C for the purposes of funding the operating budgets of the Town and the Public Schools for the fiscal year beginning July 1, 2025;

(2) to that end the Town Clerk is hereby directed to place the following question on the ballot:

Shall the Town of Bridgewater be allowed to assess an additional \$8,008,272.33 in real estate and personal property taxes for the purposes of funding the operating budgets of the Town and the Public Schools for the fiscal year beginning July 1, 2025?

Yes _____ No _____

Explanation:

This ballot question deals with the Town's Operating budget to support services. A "yes" vote will allow the Town to correct a FY26 budget deficit, maintain and restore critical services and fund the schools budget. A "no" vote will require the Town to make deep reductions across many departments which will result in the layoff of positions across Town Departments and the Bridgewater-Raynham School District.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Town Council	<ul style="list-style-type: none">4/8/25: Referred to Budget & Finance and Finance Committee

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee/Budget & Finance	<ul style="list-style-type: none">• 4/14/25: Joint meeting held
--	---

Attachments: 1. Copy of FY26 Override Considerations - Summary Worksheet 04.22.25

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

Town of Bridgewater - FY2026 Override Considerations 4/22/25 Town Council Vote for ballot

OVERRIDE DESCRIPTON	DESCRIPTION	AMOUNT
BRIDGEWATER SCHOOL COMMITTEE	TO FUND RECOMMENDED BUDGET OF \$106,205,849	\$6,034,614.95
TOWN OF BRIDGEWATER DPW	TO FUND CRITICAL ROADWAY REPAIRS	\$500,000.00
TOWN OF BRIDGEWATER GEN GOVERNMENT	TO RESTORE BUDGETARY CUTS SERVICES FY2026	\$422,658.33
TOWN OF BRIDGEWATER GEN GOVERNMENT	TO ADD SERVICES TO MEET COMMUNITY DEMANDS	\$1,050,999.05
	Total of Override Amount Voted 4/22/25	\$8,008,272.33



Bridgewater Town Council

Introduced By:	Kevin Perry, Councilor
Date Introduced:	4/8/2025
First Reading:	4/8/2025
Second Reading:	4/22/2025
Amendments Adopted:	4/22/2025
Third Reading:	
Date Adopted:	4/22/2025
Date Effective:	5/22/2025

Order O-FY25-056: 2025 Special Election Warrant - June 21, 2025

ORDERED: (1) that the Town of Bridgewater, pursuant to G.L. c. 59, § 21C(g), shall seek voter approval at the special election on June 21, 2025 to assess taxes in excess of the amount allowed pursuant to G.L. 59 § 21C for the purposes of funding the operating budgets of the Town and the Public Schools for the fiscal year beginning July 1, 2025;

(2) to that end the Town Clerk is hereby directed to place the following question on the ballot:

Shall the Town of Bridgewater be allowed to assess an additional \$8,008,272.33 in real estate and personal property taxes for the purposes of funding the operating budgets of the Town and the Public Schools for the fiscal year beginning July 1, 2025?

Yes _____ No _____

(3) that the Town Council of the Town of Bridgewater, Massachusetts, assembled accepts, as a matter of record, the attached 2025 Special Election Warrant for June 21, 2025 relative to the funding of the operating budgets of the Town and the Public Schools.

Explanation:

It is required that the Town Council call the town election, sets the form of ballot question and directs the Town Clerk to prepare ballots, and accepts and approves the attached Warrant for the Special Town election as a matter of record.

Committee Referrals and Dispositions:

This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Attachments: 1. Special Town Election Warrant 2025

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, April 22, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



**COMMONWEALTH OF MASSACHUSETTS
TOWN OF BRIDGEWATER
SPECIAL TOWN ELECTION WARRANT**

Plymouth, SS.

To the Constables of the Town of Bridgewater:

GREETINGS:

In the name of the Commonwealth of Massachusetts and the Town of Bridgewater, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in the Special Town Election to vote at:

Precincts 1,2,3,4,5,6,7,8 & 9
Edward O'Donoghue Middle School
166 Mount Prospect Street, Bridgewater, MA 02324

On SATURDAY, THE 21ST DAY OF JUNE 2025 from 7:00 A.M. to 8:00 P.M. for the following purposes:

To cast their votes in the Special Town Election for the following question:

ORDERED: (1) that the Town of Bridgewater, pursuant to G.L. c. 59, § 21C(g), shall seek voter approval at the special election on June 21, 2025 to assess taxes in excess of the amount allowed pursuant to G.L. 59 § 21C for the purposes of funding the operating budgets of the Town and the Public Schools for the fiscal year beginning July 1, 2025;

(2) to that end the Town Clerk is hereby directed to place the following question on the ballot:

Shall the Town of Bridgewater be allowed to assess an additional \$8,008,272.33 in real estate and personal property taxes for the purposes of funding the operating budgets of the Town and the Public Schools for the fiscal year beginning July 1, 2025?

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, the Bridgewater Town Council this ____ day of _____, 2025.

Posting: Academy Building, Senior Center & Bridgewater Public Library

Online viewing: www.bridgewaterma.org

(Method of service of warrant.)

_____, 2025.
Constable (month and day)

(Warrant must be posted at least *fourteen days prior* to June 21, 2025)



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/22/2025
First Reading: 4/22/2025
Second Reading: 5/6/2025
Amendments Adopted:
Third Reading:
Date Adopted: 5/6/2025
Date Effective: 6/6/2025

Order O-FY25-057: BAA Collective Bargaining Contract Ratification

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement covering July 1, 2024 through June 30, 2027 with the Bridgewater Administrative Association.

Explanation:

The Town Manager negotiated an agreement with the Bridgewater Administrative Association. An affirmative vote of the Council will approve the contract as presented. A concurrent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">5/6/25: voted 2-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">5/5/25: voted 7-0 to recommend.

Attachments: 1. BAA MOU FY25 Executed

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 6, 2025, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF BRIDGEWATER AND
BRIDGEWATER ADMINISTRATIVE ASSOCIATION**

WHEREAS, the Town of Bridgewater ("Town") and the Bridgewater Administrative Association ("Union") have met in good faith and agreed to a successor collective bargaining agreement, pursuant to G.L. c. 150E, subject to ratification by both parties.

NOW THEREFORE, the parties have agreed to the following changes to the collective bargaining agreement:

1. Wages – Appendix A:

- a. July 1, 2024 – 2% increase to all base wages
- b. July 1, 2025 – 2% increase to all base wages
- c. July 1, 2026 – 2% increase to all base wages
- d. The Town will add the 25-hour position to the wage grid with the following language added to the top of Appendix A – Wages:

“The hourly rates listed below are the agreed upon wage rates for the positions covered by this agreement. The estimated annual salaries below are for illustrative purposes only.”

2. Article IV – Hours of Work:

- a. Modify Article IV to reflect the following changes:

The basic work requirement for **full-time** employees covered under this agreement is **thirty-five (35) or forty (40) hours** per weekly pay period. **Regular part-time employees under this agreement work a minimum of twenty (20) hours per week.** Employees covered by this Agreement are considered non-exempt employees pursuant to the provisions of the Fair Labor Standards Act. The regular work week for employees shall be Monday through Friday, with regular starting and quitting times as determined by the Town Manager.

Grandfather Clause: Current members of the bargaining unit who do not elect to assume the forty (40) hour work week as of the signing of this agreement will be grandfathered from this work week requirement. Employees who do not elect forty (40) hours as of the signing of this agreement may subsequently request such change. Approval of such request will be dependent upon varied conditions including the Town's needs and budgetary conditions. Approval is subject to the Town Manager's approval.

All employees shall be provided with a thirty (30) minute unpaid meal break on workdays longer than 6 hours. Meal periods are not considered hours worked and therefore are not compensated. Meal periods will be scheduled by the employee's department head (or his/her designee). Meal periods must be coordinated within the department so that there is adequate coverage at all times during operational hours.

Two paid fifteen (15) minute breaks are provided, during a 7.5 or 8 hour work day. Part-time employees shall receive one paid fifteen (15) minute break during shifts longer than 4 hours. To the extent possible, break periods will be provided in the middle of work periods. The purpose of break periods is to provide employees with a short respite from normal work activities. Break periods are considered time worked. Department heads may; however, schedule break periods at any time to reflect departmental operating needs.

Break periods should not be combined with the meal period to extend the total length of the meal period, without prior approval of the department head or designee.

Under no circumstance shall the break period be accumulated to be taken together later in the day in order to shorten or truncate the normal work day. Employees that leave work early must be charged from their accrued vacation or comp time allotment and receive prior approval of the department head or designee.

- b. Due to the changes to Article IV outlined above, Article XIII Section 3 shall be deleted.

3. Article XII – Longevity: Modify Article XII to reflect the following changes:

Section 1. As a reward for continuous service in the employ of the Town, a full-time employee shall receive the following permanent increments for the years of service listed: Effective July 1, 2015 the longevity schedule shall be:

10 years: +1% of salary
15 years: + 1%
20 years: + 1%
25 years: + 1%

Effective July 1, 2025, The longevity increments shall become effective on employees shall receive longevity payments in the increments above at the beginning of the employee's anniversary first following the tenth (10) years' of service or equivalent numbers of hours and shall be added to the employee's base pay annually in the pay week immediately following completion of the qualifying years of service.

Personnel employed on an hourly, ~~a part-time~~, temporary, or seasonal, basis shall not qualify for longevity increments. (~~Pro-rated~~ **Part-time** employees see Section 2.)

Section 2. ~~Pro-rated~~ **Part-time** employees shall receive these increments when their total pro-rated hours accumulated under the BAA contract are equal to the above years of full-time service. (For example, 12 years= 12 years x 35 hours per week x 52 weeks per year= 21,840 hours.)

Section 3. ~~In any year during which an employee is eligible to receive a longevity increment, the employee may request to be paid fifty percent (50%) of the longevity increment due for that year upon completion of six (6) months of work prior to his/her anniversary date. The remaining fifty percent (50%) of the longevity increment will be payable on the employee's anniversary date.~~

4. Article VII - Vacations:

a. Modify Article VII as follows:

Every employee occupying a **permanent** full-time position, or ~~pro-rated part-time~~ position in which he/she has been in continuous service ~~for~~ to the Town **shall be granted paid vacation leave at the following rates:**

Complete Years of Service	Vacation Time
1 - 2	2 weeks
3 - 5	2 weeks + 2 days
5 - 9	3 weeks
10 - 14	4 weeks
15 - 19	5 weeks
20	5 weeks + 1 day
21	5 weeks + 2 days
22	5 weeks + 3 days
23	5 weeks + 4 days
24 and above	6 weeks

~~for twelve (12) months, shall be granted two (2) weeks' vacation leave with pay, three (3) weeks' vacation after five (5) years of service, and four (4) weeks' vacation after ten (10) years, on the completion of fifteenth year five (5) weeks, twentieth year five (5) weeks' plus one (1) day vacation, twenty-first year five (5) weeks plus two (2) days, twenty-second year five (5) weeks plus three (3) days, twenty-third year five (5) weeks' plus four (4) days' vacation, and twenty-fourth year six (6) weeks' vacation, to be effective on the employee's anniversary date. Such vacation shall be granted by the head of the department of the Town at such time as in his/her opinion will cause the least interference with the performance of the regular work of the Town.~~

Employees shall not be eligible to accrue or use vacation leave during their probationary period. On the first pay period after the expiration/conclusion of an employee's

probationary period, the employee shall be credited with the one (1) year employee vacation time pro-rated from the hire date through December 31 of the current year.

Employees reaching a new vacation accrual milestone based on their years of service shall receive a prorated amount of the new vacation accrual rate for the period from their anniversary date through December 31 of the current year.

Vacation leave shall be issued on January 1 of each year and shall expire upon the following December 31, except for the following provisions:

Any employee who has accrued vacation time on December 31, 2025, shall be permitted to carryover up to two (2) weeks of vacation time; ~~Vacation days earned in any calendar year must be taken in the same calendar year, with the exception that a maximum of two (2) weeks may be carried forward; one (1) to be used prior to April 30, 2026 and the second week to be used by June 30, 2026 with prior written approval of the Department Head, provided that sufficient notice (before December 31, 2025) is submitted to the Employer Human Resources.~~

Effective December 31, 2026 and each year thereafter: Employees will be permitted to carry over one (1) week of vacation into the following year, which must be used prior to April 30th with written approval by the Department Head provided that sufficient notice (before December 31st) is submitted to Human Resources.

~~Pro-rated~~ Part-time employees shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment.

Vacation with pay shall not be granted to temporary employees.

An additional day off shall be allowed if a holiday occurs during a vacation period. The scheduling of this additional day shall be at the discretion of the Department Heads.

Employees who separate from employment for any reason shall be issued compensation for any unused accrued vacation time at a pro-rated rate based upon the number of weeks worked in the year. Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased employee for the proportion of the vacation accrued in the calendar year prior to death which the number of days worked bears to the total working days in such year.

~~Upon retirement, resignation or layoffs, the employees shall receive a pro-rated amount of vacation due for the coming year based on the number of additional months worked beyond the employee's anniversary date.~~

- b. In acknowledgement of the changes listed above, the Town and the Union agree that bargaining unit employees Jane Brown and Christine Nemes will be permitted to carry over three (3) weeks of vacation leave on December 31, 2025

and two (2) weeks of vacation leave on December 31, 2026, after which time both employees will be subject to the carryover provisions in Article VII above.

5. Article XXIII – Health Insurance: Modify the last paragraph of Article XXIII as follows:

New Employees hired after ~~July 1, 2018~~ **ratification of this agreement** will share the cost of health insurance premiums; with the Town contributing 75% of the cost and new employees contributing 25%. ~~SUBJECT TO remaining unions contributing 25% for new hires by FY22. If not, those impacted would revert back to a 20% contribution on July 1, 2022.~~ **Employees hired before ratification of this agreement will share the cost of health insurance premiums. with the Town contributing 80% and employee contributing 20%.**

6. Article XVI – Evaluations: – Sections 3, 4 and 5 - Change Town Manager to Human Resources

7. Article XX – Term, Amendment and Modification of Agreement

- a. Update CBA duration to reflect a three (3) term of July 1, 2024, through June 30, 2027.

8. Article VIII - Holidays:

- a. Add Juneteenth to list of holidays
- b. Add the following sentence below the list of holidays: **“Part-time employees shall be paid holiday pay only if the holiday, or the day the holiday is observed, falls within the employee's regular weekly work schedule and he/she would have been required to work that day had the day not been a holiday. When eligible, employees shall be paid holiday pay in an amount equal to the hours that employee would have been scheduled to work on the day in which the designated Holiday fell.”**

9. Article IX – Sick Leave:

- a. Add the following sentence to the end of Section 1, paragraph 1: **“Pro-rated Part-time employees shall be entitled to an amount of sick leave in the ratio that their part-time employment bears to full-time employment.”**

- b. Modify Section 3 as follows:

Upon return to work following an absence in excess of three (3) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. In cases of illness, such above mentioned physical examination shall be conducted by the employee's own physician, at the employer's expense. In cases of injury related to the actual performance of duty, ~~such examination shall be conducted by the Town Doctor at no expense to the~~

employee the parties shall follow the processes set forth in the Town's Work Place Injuries & Accidents and Worker's Compensation Insurance Policies, as well as applicable laws.

c. Remove Section 5 and renumber the sections that follow.

10. Article XI – FMLA and Maternity Leave: Replace “Maternity” with “Parental”

11. Article X – Bereavement: Modify the Second Paragraph of Article X as follows:

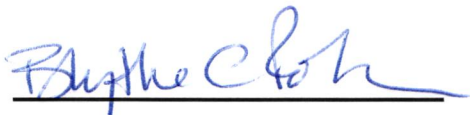
Employees under this contract shall be granted ~~one (1)~~ **two (2)** work days of leave without loss of pay to attend the funeral in the event of the death of the employee's aunt, uncle, first cousin, nieces and nephews, or grandparents-in-law. An employee may request the Town Manager to give consideration to special circumstances.

12. Article II – Management's Rights: Add the following sentence at the end of Article II:

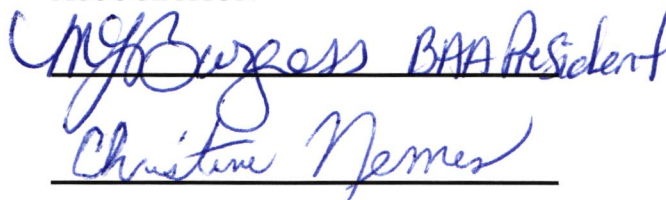
The Town will comply with the requirements of MGL Ch. 150E regarding changes to wages, hours, working conditions.

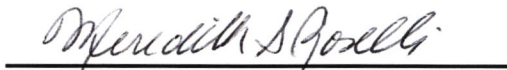
IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Understanding on this 4th day of April 2025.

For the
TOWN OF BRIDGEWATER



For the
BRIDGEWATER ADMINISTRATIVE
ASSOCIATION









Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/22/2025
First Reading: 4/22/2025
Second Reading: 5/6/2025
Amendments Adopted:
Third Reading:
Date Adopted: 5/6/2025
Date Effective: 6/6/2025

Order O-FY25-058: BAA Collective Contract Appropriation Transfer

ORDERED; Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule Use of Funds:

Description: settlement of BAA Contract FY25-FY27

Committee Referrals and Dispositions:

Source of Funds	Account No.	GL Account Description	Amount
Other One Time Stabilization Fund	80135-596100	TRANSFER TO GF	\$8,116.00
WTR Reserved for Special Purpose	6200-358000	TRANSFER TO EF	\$1,233.00
SWR Reserved for Special Purpose	6100-358000	TRANSFER TO EF	\$1,309.00
Total:			\$10,658.00

Use of Funds	Account No.	GL Account Description	Amount
Salaries Health	05105001	Salary Contractual Pay	\$733.00
Salaries ISD	02405001	Salary Contractual Pay	\$1,473.00
Salaries Assessors	01415001	Salary Contractual Pay	\$1,290.00
Salaries Police	02105001	Salary Contractual Pay	\$2,545.00
Salaries Town Clerk	01615001	Salary Contractual Pay	\$1,215.00
Salaries Fire	02205001	Salary Contractual Pay	\$860.00
Salaries Water	62005001	Salary Contractual Pay	\$1,233.00
Salaries Sewer	61005001	Salary Contractual Pay	\$1,309.00
Total			\$10,658.00

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Referral(s)	Disposition(s)
<ul style="list-style-type: none"> Budget & Finance 	<ul style="list-style-type: none"> 5/6/25: voted 2-0 to recommend
<ul style="list-style-type: none"> Finance Committee 	<ul style="list-style-type: none"> 5/5/25: voted 7-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 6, 2025, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/22/2025
First Reading: 4/22/2025
Second Reading: 5/6/2025
Amendments Adopted:
Third Reading:
Date Adopted: 5/6/2025
Date Effective: 6/6/2025

Order O-FY25-059: Acceptance of Hanson Farm Conservation Restriction

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received notice of a grant award of \$3,000,000 from the Executive Office of Energy & Environmental Affairs for the project Hanson Farm Conservation Restriction Purchase. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council does hereby approve and accept the Conservation Restriction attached hereto as Exhibit A and included herein

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">5/6/25: voted 2-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">5/5/25: voted 5-0 to recommend
<ul style="list-style-type: none">	<ul style="list-style-type: none">

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Attachments: 1. Bridgewater CR 17523 DCS-EEA Final Review to Parties 4 18 2025

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 6, 2025, to approve the aforementioned Order, by a Roll-call vote 9-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

GRANTOR: Carol H. Chaffee, and David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust

GRANTEES: Town of Bridgewater and Wildlands Trust, Inc.

ADDRESS OF PREMISES: 600 Pleasant Street, Bridgewater, MA 02324

FOR GRANTOR'S TITLE SEE: Plymouth County Registry of Deeds at Book 10049, Page 194, and Book 10622, Page 319.

GRANT OF CONSERVATION RESTRICTION HANSON FARM CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, u/d/t dated September 26, 1990 and recorded in the Plymouth County Registry of Deeds at Book 10049, Page 185, with an address at 600 Pleasant Street, Bridgewater, Massachusetts 02324, being the owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Bridgewater acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws and its permitted successors and assigns ("Primary Grantee"), and Wildlands Trust, Inc, a nonprofit organization with an address of 675 Long Pond Road, Plymouth, Massachusetts, 02360, and its permitted successors and assigns ("Secondary Grantee"), for Three Million Dollars (\$3,000,000), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Bridgewater containing a 71.79 acre portion (the "Premises") of a 75 +/-acre property (the "Property"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto. As used herein, the terms "Grantee" and "Grantees" shall refer to the Primary Grantee and the Secondary Grantee collectively.

The Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Bridgewater Town Council held on _____ an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the

Conservation Restriction is under the care, custody, and control of the Conservation Commission of the Town of Bridgewater. Additionally, the Conservation Restriction was acquired by utilizing, in part, funds awarded to the Town of Bridgewater through the Commonwealth's Municipal Vulnerability Preparedness ("MVP") Grant Program as authorized by Chapter 209 of the Acts of 2018 in support of Executive Order 569.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

Preservation of Land with Prime Farmland Soils

- The Premises includes approximately 30.57 acres of Prime Farmland Soils (42.58%), 12.94 acres of Statewide Soils of Importance (18.02%) and 28.28 acres of Other Soils (39.4%) as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.

Scenic Views

- The Premises is one of the last remaining working farms in Bridgewater, and provides views of a scenic agrarian landscape visible from Massachusetts State Rt. 104/Pleasant Street, a public way in the Town of Bridgewater.

Open Space Corridors/Landscape Connectivity and Ecosystem Integrity

- The Premises contributes to the protection of the scenic and natural character of Bridgewater and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises is closely proximate to two Conservation Restrictions held by the Primary Grantee Town of Bridgewater on adjacent parcels that collectively protect 62 acres (Bridgewater CR #8 and Bridgewater CR #9).

Aquifer/Drinking Water Protection

- The Premises is situated within an area identified by the Commonwealth of Massachusetts Department of Environmental Protection (DEP) as a "Zone II

Wellhead Protection Area". DEP identifies said areas as important for the protection of recharge areas around public water supply ("PWS") sources.

- The Premises is partially within a "Medium-Yield Aquifer Area" as mapped by the Commonwealth of Massachusetts. Said areas are based on the United States Geological Survey ("USGS") 1:48,000 hydrologic atlas series on groundwater favorability.

Wetlands Protection

- The Premises includes several distinct areas of the "Shrub Swamp", "Wooded Swamp Mixed Trees", "Wooded Swamp Deciduous", and "Shallow Marsh Meadow or Fen" wetland types. Wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).

Public Access/Passive Recreation

- Public access to the Premises will be allowed for passive outdoor recreation pursuits, including education, hiking, and nature study.

Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy

- Congruence with Public Policy Goals: Protection of this property advances several of the goals and objectives identified in Section 8, Goals and Objectives of the 2017 Town of Bridgewater Open Space and Recreation Plan Update, including:
 - Pg. 119, Goal #4, *To preserve and cultivate public and private agricultural lands; Objective #4, "Protect historic agricultural land by encouraging sustainable land use practices such as Conservation Restrictions (CR), Agricultural Preservation Restriction (APR), and Transfer of Development Rights (TDR)"; Objective #5, "Utilize state programs to support investment in continuing farm"*.
 - Pg. 129, Goal #4, *To preserve and cultivate public and private agricultural lands; Action step,, "Communicate with and encourage landowners to protect agricultural lands through CR, APR, and TDR."*
- Congruence with Public Policy Goals: Protection of this property advances several of the goals and objectives identified in the 2023-2050 Commonwealth of Massachusetts Farmland Action Plan, including:
 - Pg. 51, Goal IA(1), *Purchase agricultural restrictions to permanently protect farmland, help increase affordability, and keep it in production.*

- *Pg. 151, Goal liA(2), Seek development of creative funding mechanisms or strategies that would significantly increase funding to support protection.*

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing or placing any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public

safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any parcel other than the unencumbered portion of the Property;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling, composting, and burning stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises and on other land used by Grantor.

4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to eight (8) feet in width overall, with a treadway up to six (6) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
6. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
7. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments (provided however the manner of such motorized vehicle use is approved in advance by Grantee) and at any time for any Forest Management and/or Agricultural Activities (or any activities reasonably associated therewith).
8. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping, hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and/or educational activities;
9. Forest Management.
 - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any

Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.

- b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantees, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
 - iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

10. Agricultural Activities.

- a. Permitted Activities. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bait fish, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.

- ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.
- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.

d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:

- i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.
- ii. Grantor must obtain prior written approval, including any necessary permitting from the Grantees, for the following improvements:
 1. New wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation. Maintenance or repair of the existing well shall not require Grantee’s approval.
- iii. Grantor may maintain, repair, and reconstruct the permanent structures (which, for the purposes of this Conservation Restriction, shall be defined as any improvement or structure that requires the grading or excavation of soil for footings or foundations or which substantially alters or otherwise affects the soil profile) existing as of the Effective Date (as defined here) of this Conservation Restriction, shown as “Pumphouses”, “Existing Wood Storage”, and “Chicken Coop”, each as shown on the plan in Exhibit B attached hereto. In the event of replacement of any such structure, replacement structures shall not exceed their current footprint or height as shown in the Baseline Report (see Paragraph XV.). Grantor shall provide written notice in advance of reconstructing said existing structures. Any such replacement structures shall be located substantially within their present locations unless otherwise approved in writing by the Grantee.
- iv. The following improvements are permitted without prior approval from the Grantees:
 1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, “run-in” shelters or other three-sided shelters, hoop houses (also known as “high tunnels”), trailers, and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;

v. Pond Maintenance, Enlargement, and Use.

1. Pond Maintenance. The Grantor may maintain the existing irrigation ponds (the “Ponds”) located on the Premises as documented in the Baseline Report, which maintenance may include excavation of the Ponds to maintain surface area and depth, and other activities consistent with Paragraph III.B. as necessary to maintain safe use of the Ponds and their integrity and ability to store water, and may use the Ponds in support of Agricultural Activities and/or other Permitted Acts and Uses.
2. Pond Enlargement. With prior written approval of the Grantees, the Grantor may enlarge the Ponds such that the area impacted by the Ponds, including the surface area of the water, shall not exceed 125% of their surface areas as of the Effective Date of this Conservation Restriction, as documented in the Baseline Report.
3. Pond Features. Soils excavated from the Premises in the process of enlarging and/or maintaining the Ponds may be deposited adjacent to the perimeter of the Ponds to create berms or similar features of the Ponds or may be hauled off the Premises, or, upon the approval of the Grantees, deposited in other areas of the Premises to facilitate erosion control, preservation of soils, and/or for leveling and maintenance of existing roadbeds upon the Premises. The Grantor may haul in clay or similar soils to line the bottom of the Ponds to minimize seepage.

- e. Agri-tourism. The use of the Premises for “Agri-tourism” activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantees, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.

11. Green Energy. With prior written approval of the Grantees, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantees will take into consideration the energy needs related to the relevant

Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

12. Concrete Pads. Pouring, using, maintaining, repairing, and replacing a concrete pad in the location as shown on the plan in Exhibit B as “Proposed 20’x40’ Conc. Pad”), and using, maintaining, repairing, and replacing the existing concrete pad in the location as shown on the plan in Exhibit B as “Conc. Pad”. Collectively, the Proposed 20’x40’ Conc. Pad and the Conc. Pad shall be referred to herein as the “Concrete Pads”. The Concrete Pads may be used in support of the Permitted Acts and Uses described herein. The Concrete Pads may be moved with the prior written approval of the Grantee, provided any sites previously used for the Concrete Pads are restored in accordance with Paragraph III.C.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;

- c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
- d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. Grantee Review.

Where Grantee's approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

- 3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.
4. Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.8, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.8. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Primary Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right as of the Effective Date (See Paragraph XII.) was determined to be eighty-five and seventy-one hundredths percent (85.71%). Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Primary Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Primary Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Primary Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantees may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantees shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or

8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Bridgewater and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Carol H.
Chaffee, David A.
Hanson and Robert J.
Hanson, Trustees of the
Hanson Family Realty
Trust

600 Pleasant Street
Bridgewater, MA, 02324

With copy to: Robert Pellegrini, Esq.
PK Boston Law
54 Main Street
Bridgewater, MA 02324

To Primary
Grantee: Town of Bridgewater
66 Central Square
Bridgewater, MA, 02324

With copy to: Jason M. Rawlins, Esq.
Rawlins Asack, LLC.

555 Bedord Street, Suite 1
Bridgewater, MA 02324

To Secondary
Grantee: Wildlands Trust, Inc.
675 Long Pond Road
Plymouth, MA, 02360

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantees with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are

described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other

Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then their rights and obligations under this Conservation Restriction shall run to the Town of Bridgewater Conservation Commission. If the Town of Bridgewater Conservation Commission is no longer in existence at the time the rights and obligations under this Conservation Restriction would otherwise vest in it, or if the Town of Bridgewater Conservation Commission is not qualified or authorized to hold conservation restrictions as provided for assignments pursuant to Paragraph VII, or if it shall refuse such rights and obligations, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor: Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust

Primary Grantee Acceptance: Town of Bridgewater Conservation Commission

Secondary Grantee Acceptance: Wildlands Trust, Inc.

Approval of Bridgewater Town Council

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Bridgewater Town Council Vote Authorizing the Use of CPA Funds

WITNESS our hand and seal this ____ day of _____, 2025

Carol H. Chaffee, Trustee, Hanson Family Realty Trust

David A. Hanson, Trustee, Hanson Family Realty Trust

Robert J. Hanson, Trustee, Hanson Family Realty Trust

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Carol H. Chaffee as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared David A. Hanson as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Robert J.. Hanson as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF BRIDGEWATER CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Bridgewater, Massachusetts, hereby certify that at a public meeting duly held on _____, 2025, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson, and Robert J. Hanson as Trustees of the Hanson Family Realty Trust, pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF BRIDGEWATER CONSERVATION
COMMISSION:

Wendy Smith, Chair

Marilyn McDonald, Vice-Chair

Harry Bailey, Member

Eileen Prisco, Member

Mark Peterson, Member

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson, and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, was accepted by Wildlands Trust, Inc. this _____ day of _____, 2025.

By: _____
Karen Grey

Its: President, duly authorized

By: _____
Greg Lucini

Its: Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Karen Grey as President of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Greg Lucini as Treasurer of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF BRIDGEWATER TOWN COUNCIL

We the undersigned, being a majority of the Town Council of the Town of Bridgewater, hereby certify that at a public meeting duly held on May 6, 2025, the Council voted to approve the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BRIDGEWATER TOWN COUNCIL

Kevin Perry

Paul Murphy

Sean Kennedy

Adelene Ellenberg

Mark Linde

Johnny Loreti

Mary McGrath

Sonya Lee Striggles

Marilee Hunt

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson and Robert J. Hanson. Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Bridgewater, *Plymouth County*, Massachusetts, containing 71.79 acres, +/-, shown as "Lot A", "Plot 8", "Plot 22", and "Plot 108" on a plan of land titled "Hanson Family Realty Conservation Restriction Plan of Land", dated 3/4/2025, prepared by J.K. Holmgren Engineering LLC, 1024 Pearl Street, Brockton, Massachusetts 02301, said plan recorded in the Plymouth County Registry of Deeds at Book ____, Page _____. A reduced copy of said plan is attached hereto as Exhibit B.

EXHIBIT C

Attested Copy of Vote of Bridgewater Town Council



Bridgewater Town Council

Introduced By: Town Manager
 Date Introduced: 5/6/2025
 First Reading: 5/6/2025
 Second Reading: 5/20/2025
 Amendments Adopted:
 Third Reading:
 Date Adopted: 5/20/2025
 Date Effective: 6/20/2025

Order O-FY25-060: Capital Plan Transfers for FY2026

ORDERED, that the Town Council assembled vote to pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule of Use of Funds:

FUND	SOURCES OF FUNDING		Amount
8010	CAPITAL STABILIZATION	Capital Stabilization Trust Funds	\$ 543,127.74
8010	AMBULANCE RRA	ARRA	\$ 90,103.19
Total			\$ 633,230.93
Project#	USES OF FUNDING		Amount
220.45	Mach/Equip/Vehicles	Fire Engine (E3) Lease Pay 2/5	\$ 166,565.75
220.15	Mach/Equip/Vehicles	Fire Radio Equipment Lease Pay 4/5	\$ 95,521.84
220.32	Mach/Equip/Vehicles	Ambulance (A1) Lease Pay 2/5	\$ 90,103.19
210.20	Mach/Equip/Vehicles	Police Body Worn Camera System 4/5	\$ 65,318.00
300.00	Bldgs & Property	Town Raynham Old High School Purchase 5/12	\$ 70,000.00
420.09	Mach/Equip/Vehicles	DPW John Deer Loader - Lease Payment 3/5	\$ 48,520.91
420.13	Mach/Equip/Vehicles	DPW No. 2-24 Freightliner 6-Wheeler Lease Pay 4/5	\$ 48,600.62
420.14	Mach/Equip/Vehicles	DPW No. 2-26 Freightliner 6-Wheeler Lease Pay 4/5	\$ 48,600.62
			\$ 633,230.93

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Explanation:

This transfer will fund Capital leasing/financing obligations in FY2026

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">5/20/25: voted 3-0 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">5/19/25: voted 3-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 20, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 5/6/2025
First Reading: 5/6/2025
Second Reading: 5/20/2025
Amendments Adopted:
Third Reading:
Date Adopted: 5/20/2025
Date Effective: 6/20/2025

Order O-FY25-061: Contractual Buyouts

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate \$118,700 to below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
EMPLOYEE LIABILITY FUND	80045-596100	TRANSFER TO GF	<u>\$118,700.00</u>
Total:			\$118,700.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Salaries Fire	02205001-519005	Contractual Payout	\$113,500.00
Salaries Library	06105001-510000	Contractual Payout	\$ 2,500.00
Salaries Library	06105001-510001	Contractual Payout	<u>\$ 2,700.00</u>
Total			\$118,700.00

Explanation:

Contractual Buyouts for Retirements FY25/FY26

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
-------------	----------------

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none"> • Budget & Finance 	<ul style="list-style-type: none"> • 5/20/25: voted 3-0 to recommend
<ul style="list-style-type: none"> • Finance Committee 	<ul style="list-style-type: none"> • 5/19/25: voted -0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 20, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	5/6/2025
First Reading:	5/6/2025
Second Reading:	5/20/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	5/20/2025
Date Effective:	6/20/2025

Order O-FY25-062: Loan Authorization: Plymouth Street Wells Project

ORDERED, that the Town Council assembled vote to

ORDERED, that, \$7,400,000 is appropriated, to be expended, for the purpose of financing the Pump/Well Upgrades, to Wells 10A and 10B on Plymouth St; installing a new raw water transmission main that connects these two wells with the High Street Water Treatment plant; including without limitation all costs incidental or related thereto; that to meet this appropriation the Treasurer with the approval of the Town Manager is authorized to borrow said amount and issue bonds or notes therefore under Chapter 44 of the General Laws and/or Chapter 29C of the General Laws; that the Treasurer with the approval of the Town Manager is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust established pursuant to Chapter 29C; and in connection therewith to enter into a financing agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; that the Town Manager is authorized to enter into a project regulatory agreement with the department of Environmental Protection, to expend all funds available for the project and to take any other action necessary or convenient to carry out the project

Explanation:

The DPW/Water Supply Division has been experiencing elevated levels of iron in the groundwater at Wells 10A and 10B. In June 2023, the Water Supply Dept began receiving significant customer complaints regarding the watercolor and staining. Since the introduction of the High Street WTP, the Department has also had difficulties running the wells and overcoming the increase in system head from the WTP operation. Replacing the pumps for wells 10A and 10B and installing a new raw water transmission main that connects these two wells with the High Street water treatment plant-this will recover lost supply capacity and will allow for an easier accommodation of the upcoming USEPA MCL for PFAS without needing to add separate treatment at the Plymouth Well site. This project is approved for low interest, and/or loan forgiveness, through MCWT. The Town is actively seeking grant funds from the state in the One-Stop Community Growth program.

Committee Referrals and Dispositions:

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Referral(s)	Disposition(s)
<ul style="list-style-type: none"> Budget & Finance 	<ul style="list-style-type: none"> 5/20/25: voted 3-0 to recommend
<ul style="list-style-type: none"> Finance Committee 	<ul style="list-style-type: none"> 5/19/25: voted 3-0 to recommend
<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, May 20, 2025, to approve the aforementioned Order, by a Roll-call vote 8-0-0.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 5/20/2025
First Reading: 5/20/2025
Second Reading: 6/3/2025
Amendments Adopted:
Third Reading:
Date Adopted: 6/3/2025
Date Effective: 7/3/2025

Order O-FY25-063: Acceptance of Gift - Bridgewater Police Association

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows: “An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a gift from the Bridgewater Police Association for \$1,850 to support the mission of the Bridgewater Veteran's Office. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the gift and to expend the gift in accordance with stated purpose thereof.

Explanation:

The Bridgewater Police Association are donating funds to support the mission of the Bridgewater Veteran's Office and the funds are to be used at the discretion of the Veteran's Agent.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">6/3/25: voted 3-0 to recommend

VOICE VOTE FOR APPROVAL.

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 6/2/25: voted 6-0 to recommend
<ul style="list-style-type: none">•	<ul style="list-style-type: none">•

Attachments: 1. Veterans Donation 5-5-2025 (signed)

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, June 3, 2025, to approve the aforementioned Order.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL.
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Town of Bridgewater Veteran's Council

Municipal Office Building
66 Central Square
Bridgewater, MA 02324
508-697-0908

May 5, 2025

Town Council (Attn: Deb Ward)
66 Central Square
Bridgewater, MA 2025

Dear Mrs. Ward,

I am requesting Town Council acceptance of a donation of \$1,850.00 from the Bridgewater Police Association. These funds are to be used at the discretion of the Veteran's Agent to support the mission of the Bridgewater Veteran's Office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gregory Martin", is written over a light-colored background.

Gregory Martin
Bridgewater Veteran's Services Officer



Bridgewater Town Council

Introduced By:	Paul Murphy, Councilor Johnny Loreti, Councilor
Date Introduced:	5/20/2025
First Reading:	5/20/2025
Second Reading:	6/3/2025
Amendments Adopted:	6/3/2025
Third Reading:	
Date Adopted:	6/3/2025
Date Effective:	7/3/2025

Order O-FY25-064: An Order Creating an Ad Hoc TIF Oversight Committee for 60-86 Broad Street

WHEREAS, the Town of Bridgewater is committed to promoting strategic private investment and redevelopment in its Central Business District – Redevelopment Zone; and

WHEREAS, the properties located within the Bridgewater Economic Target Area (ETA) and are eligible for local and state economic development incentives under M.G.L. Chapter 23A; and

WHEREAS, the Town seeks to explore the possibility of creating a Tax Increment Financing (TIF) District as a prerequisite for consideration of a TIF Agreement under M.G.L. Chapter 40, Section 59 and Chapter 23A.

NOW THEREFORE, BE IT ORDAINED:

Council Ad Hoc TIF Oversight Committee

1. A Council Ad Hoc TIF Committee is hereby established to provide assistance in the review of a potential development project located at 60-86 Broad Street and any proposed or approved TIF Agreement associated with the project
2. The Committee shall consist of five (5) members with three (3) members being from the Town Council, appointed by the Town Manager and ratified by the Town Council.
3. The Committee shall provide its feedback and findings to the full Council, the Community and Economic Development Department and the Town Managers Office and will
 - Review documentation to determine that the project requires tax relief with an operating pro-forma;
 - Review documentation to demonstrate that the TIF agreement is essential to the applicant's decision to establish a new business or expand an existing business;
 - Review documentation to demonstrate that the TIF request does not equal the entire new revenue amount calculated over the term of the TIF Agreement;

VOICE VOTE FOR APPROVAL.

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

- Review financial information such as business tax returns, year to date financial statements, banking and credit references (may not be applicable);
- Review documentation to verify the number of projected jobs including comparison of new job salaries with Bridgewater's Median Income;
- Provide the Community and Economic Development Department and the Town Manager's Office all of the documentation they receive and review, (for internal Town review);
- Report regularly to the full Council on the status of the project and any recommendations for action.

4. The Committee shall remain in effect until the issuance of a final certificate of occupancy for all components of the development and/or until it is determined that a TIF Agreement should not be executed by the Town.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none"> • Town Council 	<ul style="list-style-type: none"> • 5/20/25: Referred to Community and Economic Development Committee
<ul style="list-style-type: none"> • Community and Economic Development Committee 	<ul style="list-style-type: none"> • 6/3/25: Voted 2-1 to not recommend

Attachments: 1. TIF Summary

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, June 3, 2025, to approve the aforementioned Order.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL.
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

PROPERTY TAX EXEMPTIONS TO PROMOTE
ECONOMIC DEVELOPMENT, AFFORDABLE HOUSING AND MANUFACTURING WORKFORCE
DEVELOPMENT

SUMMARY:

These guidelines explain the implementation of property tax exemptions available under the Economic Development Incentive Program (EDIP) and parallel programs to promote affordable housing in urban centers, manufacturing workforce development and construction of middle-income housing. They also explain the standards and procedures that apply to these property tax exemptions. For guidance regarding the plans and agreements required to permit these property tax exemptions, cities and towns should consult with their municipal counsel and review the relevant regulations and guidance issued by the agencies with jurisdiction over these programs.

TYPES OF PROPERTY TAX EXEMPTIONS

Five property tax exemptions are available under four different programs. The programs are: (1) the Economic Development Incentive Program (EDIP); (2) the Urban Center Housing Tax Increment Financing Zone; (3) the Manufacturing Workforce Training Tax Increment Financing Plan; and (4) the Workforce Housing Special Tax Assessment Plan. Under each of these programs, property taxes are exempted through either a tax increment financing (TIF) exemption or a special tax assessment (STA).

Economic Development Incentive Program (EDIP)

The EDIP provides for two types of local property tax exemptions intended to spur economic development: a TIF exemption and STA. A municipality may grant either exemption to eligible businesses with real estate projects meeting certain conditions, with the approval of the Economic Assistance Coordinating Council (EACC). G.L. c. 23A, § 3E. The EACC has regulatory authority over the EDIP program, including the local TIF and STA exemptions. 402 Code of Massachusetts Regulations (CMR) 2.00.

EDIP-TIF Exemption

To promote economic development a municipality may grant an EDIP-TIF exemption. G.L. c. 23A, § 3E(b); G.L. c. 40, § 59; G.L. c. 59, § 5, Clause Fifty-first. EDIP-TIF incentives may be offered by a municipality to an eligible person or entity in an EACC-designated TIF-eligible area.

An EDIP-TIF agreement with an eligible person or entity must be approved by a city or town by vote of its town meeting, town council or city council with the mayor's approval where

required. EACC approval of the agreement is also required before the agreement is valid and enforceable. EACC must also approve amendments to an EDIP-TIF agreement.

The EDIP-TIF exemption covers a percentage of the increase in a parcel's fair cash value due to incentivized development, net of inflation, over its base value in the fiscal year before the first fiscal year in which the EDIP-TIF agreement is in effect. The parcel's base value is adjusted to ensure that the exemption applies only to increases in its value that exceed the ordinary inflationary increases in the value of other commercial and industrial properties in the community. The term of the exemption cannot exceed 20 years, and the percentage of the incremental value that is exempt can be up to 100 percent. Both the duration of the exemption and the percentage of increased value that is exempt are fixed by the EDIP-TIF agreement between the municipality and the property owner. In addition, the EDIP-TIF agreement may exempt up to 100 percent of the value of taxable personal property situated on a TIF parcel. Personal property otherwise exempt from local property tax (for example, under G.L. c. 59, § 5, Clause Sixteenth) remains exempt.

IMPLEMENTATION OF EXEMPTIONS

Administration of Exemption

1. Individual Tax Exemption Agreements

The owner of each parcel that will receive an exemption must enter into an agreement with the city or town setting out the terms of the exemption applicable to the parcel. See Section I above for requirements for individual tax exemption agreements under each of the five property tax exemptions, including the approval procedure for agreements under each exemption.

An agreement may not establish a payment in lieu of tax (PILOT) or include a schedule of pre-determined tax payments to be made during the term of the agreement. Instead, the agreement must establish exemption percentages which are used by the assessors to calculate the exemption amount during each fiscal year of the agreement. (See Section B below for information on calculating the exemption amount.)

2. Notice of Agreement to Assessing Officers

The board, agency, or officer responsible for executing TIF agreements on behalf of the municipality must forward a copy of each agreement to the assessors, together with a list of the affected parcels. G.L. c. 40, §§ 59(viii), 60(d), and 60A(a)(vi). While sending the assessors a copy of an STA agreement is not required for those agreements to take effect, all agreements and lists of affected parcels should be forwarded to the assessors to ensure timely and proper implementation of the exemption.

3. Effective Dates

The STA or TIF exemption takes effect on July 1 of the fiscal year specified in the agreement, provided all necessary approvals have been given.

4. Ownership Changes

A change in the ownership of a parcel receiving a TIF exemption does not disqualify the parcel from receiving the exemption.

5. Abatements

Property owners claiming an error in the assessment, i.e. overvaluation, miscalculation of the exemption, or a failure to apply the exemption, must apply for abatement by the same deadline and follow the same rules that apply to abatements for other parcels.

6. Amendments

EDIP-TIF agreements or STAs approved by the EACC cannot be amended without the approval of the EACC.

7. Recordkeeping

Assessors should maintain a copy of each agreement establishing a TIF or STA exemption, a record of the vote approving the TIF agreement or STA, and a table of the exemption percentages for each fiscal year that the exemption is in effect. In the case of EDIP-TIF, UCH-TIF, and MWF-TIF exemptions, a year-by-year table of the inflation factors for each fiscal year of the TIF agreement should also be kept.

Calculation of Exemption

Generally

Real Estate Valuation and Assessment

For both an STA and TIF exemption, the fair cash value of the property must be determined by the assessors in each year of the agreement. The tax committed by the assessors, however, is based upon the value of the parcel reduced by the exemption amount, rather than upon the parcel's fair cash value. By using the property value reduced by the exemption, no abatement or charge is made against the overlay account as a result of these exemptions. The parcel value reduced by the exemption is also used to calculate the levy class percentages under G.L. c. 40, § 56 and the minimum residential factor under G.L. c. 58, § 1A.

TIF Exemptions

Real Estate

The TIF exemption on real estate is determined by applying the exemption percentage specified in the agreement to the fair cash value of the real estate less the parcel base value adjusted annually for inflation. This calculation is described in detail below. The value of the EDIP or MWT-TIF exemption is adjusted annually for inflation in the value of commercial and industrial **properties in the municipality. The UCH-TIF exemption is adjusted for inflation in the value of** residential properties, or residential and commercial properties where the TIF zone includes mixed uses.

(1) Parcel Base Value

To calculate the TIF exemption on the parcel, the assessors start with the base value of the parcel. The base value is the assessed valuation of the parcel in the last fiscal year before the TIF exemption went into effect.

(2) Adjustment Factor

The base value is then multiplied by an adjustment factor, which is the product of the inflation factors for all the years the TIF exemption has been in effect for the parcel.

Each exemption year's inflation factor is a fraction. If the fraction is less than one, then the inflation factor for that fiscal year is one.

Numerator – For **EDIP** and **MWT-TIFs**, the numerator of the fraction is the current fiscal year's total assessed value of all commercial and industrial parcels in the municipality that are being assessed at fair cash value (i.e., excluding TIF parcels), minus the part of that year's Proposition 2½ tax base growth adjustment that is attributable to commercial and industrial real estate. For UCH-TIFs, the numerator is (a) the current year's total value of all non-TIF residential parcels, minus residential new growth or (b) if the TIF zone includes mixed use properties, the current year's total value of all non-TIF residential and commercial parcels, minus residential and commercial new growth.

Denominator – **For all TIFs**, the denominator of the fraction is the total assessed value for the preceding fiscal year of all the parcels included in the numerator.

In determining the numerator and denominator in the subsequent fiscal year, note that the prior year's new growth is included in the total assessed value of the properties for the fiscal year.

Exempt and Assessed Value

In each fiscal year of the agreement, the assessors must determine the fair cash value of the parcel for the fiscal year in accordance with usual assessment methods. The fair cash value is then reduced by the base value of the parcel multiplied by the inflation factors for all the years of the exemption up to and including the current fiscal year. The difference is then multiplied by the agreed-upon TIF exemption percentage for that fiscal year to arrive at the exemption amount. The assessed value is the fair cash value of the parcel minus the value of the exemption; tax is assessed upon this amount. G.L. c. 59, § 5, Clause Fifty-first.

EXAMPLE 1 – TIF Real Property Exemption Calculation	
Parcel Fair Cash Value FY	\$1,000,000
Adjusted Base Value FY (base value of parcel adjusted by inflation factors to current fiscal year)	minus <u>\$100,000</u>
Adjusted Parcel Fair Cash Value FY (Parcel Fair Cash Value less Adjusted Base Value)	\$900,000
Exemption Percentage for FY stated in Agreement	100%
Exemption Amount FY (Exemption Percentage times Adjusted Parcel Fair Cash Value FY)	\$900,000
Assessed Value FY (Parcel Fair Cash Value FY minus Exemption Amount FY)	\$100,000
Tax is assessed on Assessed Value FY at FY tax rate	\$100,000 times FY tax rate

EXAMPLE 2 - TIF Real Property Exemption Calculation	
Parcel Fair Cash Value FY	\$1,000,000
Adjusted Base Value FY (base value of parcel adjusted by inflation factors to current fiscal year)	minus <u>\$100,000</u>
Adjusted Parcel Fair Cash Value FY (Parcel Fair Cash Value less Adjusted Base Value)	\$900,000
Exemption Percentage for FY stated in Agreement	50%
Exemption Amount FY (Exemption Percentage times Adjusted Parcel Fair Cash Value FY)	\$450,000
Assessed Value FY (Parcel Fair Cash Value FY minus Exemption Amount FY)	\$550,000
Tax is assessed on Assessed Value FY at FY tax rate	\$550,000 times FY tax rate

If the exemption percentage is 100%, the assessed value will simply be the base value multiplied by all the inflation factors.

See Attachment 2 for examples of how to calculate the TIF real estate tax exemption, including examples of how to calculate the adjusted base value.

CALCULATION OF TAX BASE GROWTH

Increases in the value of a parcel receiving a special tax assessment or TIF exemption during the exemption period will be treated as tax base growth for the levy limit calculation under G.L. c. 59, § 21C(f) in the year or years when the increased value attributed to the tax base growth first becomes taxable. For tax base growth examples, see Attachment 3. See also the Annual IGR for “Determining Annual Levy Limit Increase for Tax Base Growth.”

END OF EXEMPTION

Exemption Period

TIF agreements may run for any period up to 20 years, at the election of the municipality. EDIP-STA agreements must run for at least five years, but not more than 20 years. WH-STA agreements may run for a period not to exceed five years.

Revocation of EDIP Project Certification by EACC

A revocation of a project's certification by the EACC terminates the EDIP local property tax incentive (STA or TIF) unless the written agreement between the municipality and the taxpayer provides otherwise. The municipality may seek to preserve the EDIP local tax incentive by amending the written agreement with the taxpayer through the same process by which it was approved, subject to EACC approval.

Upon revocation of certification, a municipality may recapture the EDIP tax benefit received by the taxpayer before revocation by making a special assessment on the taxpayer in the tax year that follows the EACC decertification. The omitted assessment procedure is used to commit the recaptured tax, but the time limit for making the assessment does not apply. G.L. c. 59, § 75.

Termination of Exemption before End of Exemption Period /Recapture of Tax Benefits

The local property tax incentive (exemption) may be terminated by the municipality before the end of the exemption period described in an agreement if the agreement includes provisions describing what constitutes a default by the taxpayer under the agreement and the remedies of the municipality in the event of such default include termination of the agreement. The municipality may also recapture tax benefits afforded taxpayer under the agreement in the event of such termination if the agreement so provides.

ATTACHMENT 2

CALCULATION OF EDIP-TIF OR MWT-TIF REAL ESTATE TAX EXEMPTION

Note: This attachment shows an example of the calculations for an **EDIP-TIF or MWT-TIF** real estate tax exemption. To calculate a **UCH-TIF** exemption, instead of using the numerator shown in each Step 1 below, the Step 1 numerator is (1) the current year's total value of all non-TIF residential parcels, minus residential new growth or (2) if the UCH-TIF zone includes mixed use properties, the current year's total value of all non-TIF residential and commercial parcels, minus residential and commercial new growth. The remainder of the calculation is the same.

EXAMPLE - An EDIP or MWT-TIF plan is adopted by the municipality that gives a 50% TIF real estate tax exemption to the owner of Parcel A for 20 years, starting in FY1. In the FY before the exemption begins (FY0 base year), the assessed valuation of Parcel A was \$100,000. Therefore, \$100,000 is the base year value.

FY1

Step 1 – Calculate FY1 Inflation Factor

In FY1, there are 10 non-TIF eligible parcels of commercial and industrial (C&I) land in the community with a total valuation of \$11,000,000. In the base FY those same 10 parcels had a total valuation of \$10,000,000. In FY1, \$500,000 of the municipality's Proposition 2½ levy limit due to approved tax base growth is attributable to the C&I classes.

The inflation factor for FY1 is determined by taking the FY1 total value of non-TIF eligible C&I parcels (\$11,000,000) minus the FY1 new growth attributed to the C&I class (\$500,000) and dividing that amount (\$10,500,000) by the base FY0 value of the non-TIF eligible C&I parcels (\$10,000,000).

Numerator	\$10,500,000 (\$11,000,000 [FY1 Total Value Non-TIF Eligible C&I Parcels] minus \$500,000 [FY1 C&I new growth])	FY1 Inflation Factor = 1.05
Denominator	\$10,000,000 (FY0 total value of parcels included in the numerator)	

Step 2 – Calculate FY1 Exemption Amount

The owner of the TIF parcel constructs a new building, increasing the parcel's fair cash value for FY1 to \$2,000,000. The FY1 exemption amount is determined by reducing the FY1 fair cash value of the parcel (\$2,000,000) by the FY1 adjusted base value (\$105,000) and multiplying that amount (\$1,895,000) by the FY1 exemption percentage (50%) as follows:

FY1 Fair Cash Value	FY1 Adjusted Base Value (Base Value x FY1 Inflation Factor)	FY1 Adjusted Parcel Fair Cash Value	FY1 Exemption %	FY1 Exemption Amount
\$2,000,000	\$105,000 (\$100,000 x 1.05)	\$1,895,000	50%	\$947,500

Step 3 – Calculate FY1 Assessed Valuation

The FY1 assessed value is FY1 fair cash value (\$2,000,000) minus the FY1 exemption amount (\$947,500) = \$1,052,500. Tax is assessed on the \$1,052,500 at the FY1 tax rate.

FY1 Fair Cash Value	FY1 Exemption Amount	FY1 Assessed Value
\$2,000,000	\$947,500	\$1,052,500

FY2

Step 1 – Calculate FY2 Inflation Factor

For FY2, the aggregate value of non-TIF eligible C&I parcels assessed at fair cash value has risen to \$12,000,000 and \$550,000 of that value increase reflects new growth. The FY2 inflation factor is calculated as follows:

Numerator	\$11,450,000 (\$12,000,000 [FY2 Total Value Non-TIF Eligible C&I Parcels] minus \$550,000 [FY2 C&I new growth])	FY2 Inflation Factor = 1.04
Denominator	\$11,000,000 (FY1 total value of parcels included in the numerator)	

Step 2 – Calculate FY2 Exemption Amount

For FY2, the fair cash value of the TIF parcel has risen to \$2,100,000. The FY2 exemption amount is determined by reducing the FY2 fair cash value of the parcel (\$2,100,000) by the FY2 adjusted base value (\$109,200) and multiplying that amount (\$1,895,000) by the FY2 exemption percentage (50%) as follows:

FY2 Fair Cash Value	FY2 Adjusted Base Value (Base Value x FY1 x FY2 Inflation Factors)	FY2 Adjusted Fair Cash Value Parcel	FY2 Exemption %	FY2 Exemption Amount
\$2,100,000	\$109,200 (\$100,000 x 1.05 x 1.04)	\$1,990,800	50%	\$995,400

Step 3 – Calculate FY2 Assessed Valuation

The FY2 assessed value is FY2 fair cash value (\$2,100,000) minus the FY2 exemption amount (\$995,400) = \$1,104,600. Tax is assessed on the \$1,104,600 at the FY2 tax rate.

FY2 Fair Cash Value	FY2 Exemption Amount	FY2 Assessed Value
\$2,100,000	\$995,400	\$1,104,600

FY3

Step 1 – Calculate FY3 Inflation Factor

For FY3, the aggregate value of non-TIF eligible C&I parcels assessed at fair cash value is \$12,500,000 and \$140,000 of the increase reflects new growth. The FY3 inflation factor is calculated as follows:

Numerator	\$12,360,000 (\$12,500,000 [FY3 Total Value Non-TIF Eligible C&I Parcels] minus \$140,000 [FY3 C&I new growth])	FY3 Inflation Factor = 1.03
Denominator	\$12,000,000 (FY2 total value of parcels included in the numerator)	

Step 2 – Calculate FY3 Exemption Amount

For FY3, the fair cash value of the TIF parcel has risen to \$2,150,000. The FY3 exemption amount is determined by reducing the FY3 fair cash value of the parcel (\$2,150,000) by the FY3 adjusted base value (\$112,476) and multiplying that amount (\$2,037,524) by the FY3 exemption percentage (50%) as follows:

FY3 Fair Cash Value	FY3 Adjusted Base Value (Base Value x FY1 x FY2 x FY3 Inflation Factors)	FY3 Adjusted Fair Cash Value Parcel	FY3 Exemption %	FY3 Exemption Amount
\$2,150,000	\$112,476 (\$100,000 x 1.05 x 1.04 x 1.03)	\$2,037,524	50%	\$1,018,762

Step 3 – Calculate FY3 Assessed Valuation

The FY3 assessed value is FY3 fair cash value (\$2,150,000) minus the FY3 exemption amount (\$1,018,762) = \$1,131,238. Tax is assessed on the \$1,131,238 at the FY3 tax rate.

FY3 Fair Cash Value	FY3 Exemption Amount	FY3 Assessed Value
\$2,150,000	\$1,018,762	\$1,131,238

ATTACHMENT 3

CALCULATION OF TAX BASE GROWTH FOR PARCEL WITH TIF OR STA EXEMPTIONS

New growth during the term of a TIF or STA agreement is allowed only in the year when the additional value becomes taxable for the first time.

EXAMPLE 1 – TIF

A TIF agreement provides for an exemption of 100% of the increased value for the maximum of 20 years, beginning in FY1. Before the agreement, the parcel's assessed value was \$100,000; this is the base value. A \$1,000,000 building is added in FY2. From FY1 through FY20, the exemption amount is 100% of the parcel's fair cash value less the adjusted base value, resulting in an assessed value equal to the adjusted base value. Because 100% of the value attributed to the construction was exempt during the TIF, no new growth is added through FY20. After expiration of the TIF agreement in FY21, the fair cash value of the parcel, including improvements added, is \$3,000,000. This will also be the assessed value as the exemption period is over. The adjusted base value of the parcel in the last year of the TIF (FY20) was \$200,000, so this amount was the assessed value in FY20. Therefore, the new growth to be added to the levy limit in FY21 is the parcel's assessed value in FY21 (\$3,000,000) minus the assessed value of the parcel in FY20, the last year of the TIF agreement (\$200,000). See below:

FY	Parcel Fair Cash Value	Adjusted Base Value	Exemption Amount	Parcel Assessed Value	New Growth in FY
20	\$2,950,000	\$200,000	\$2,750,000 (100% of [Fair Cash Value \$2,950,000 minus Adjusted Base Value \$200,000])	\$200,000 (Fair Cash Value \$2,950,000 minus Exemption Amount \$2,750,000)	0
21	\$3,000,000	N/A	N/A	\$3,000,000	\$2,800,000 (Parcel Assessed Value \$3,000,000 minus Parcel Assessed Value Previous FY \$200,000)

EXAMPLE 2 – TIF

In this example, the facts are the same as Example 1 except that the exemption is 100% of the increased value for the first five years of the agreement and 50% for the remainder of the agreement. As shown in the previous example, because the exemption amount is 100%, no new growth is added through FY5. In FY6, when the exemption decreases to 50%, the fair cash value of the parcel is \$1,300,000 and the compounded inflation adjustments bring the base value to \$110,000. As a result, the exemption amount is \$595,000, which is 50% of (the fair cash value of \$1,300,000 minus the adjusted base value of \$110,000). Therefore the assessed value in FY6 is \$705,000, determined by reducing the fair cash value of \$1,300,000 by the exemption amount of \$595,000. New growth in FY6 is determined by reducing the FY6 assessed value (\$705,000) by the assessed value of parcel in previous fiscal year. In this example, the FY5 adjusted base value

(\$108,000) was the FY5 assessed value because the FY5 exemption amount was 100%. As shown below, the new growth added in FY6 is \$597,000.

FY	Parcel Fair Cash Value	Adjusted Base Value	Exemption Amount	Parcel Assessed Value	New Growth in FY
5	\$1,275,000	\$108,000	\$1,167,000 (100% of [Fair Cash Value \$1,275,000 minus Adjusted Base Value \$108,000])	\$108,000 (Fair Cash Value \$1,275,000 minus Exemption Amount \$1,167,000)	0
6	\$1,300,000	\$110,000	\$595,000 (50% of [Fair Cash Value \$1,300,000 minus Adjusted Base Value \$110,000])	\$705,000 (Fair Cash Value \$1,300,000 minus Exemption Amount \$595,000)	\$597,000 (Parcel Assessed Value \$705,000 minus Parcel Assessed Value Previous FY \$108,000)

Because no additional value of the improvements is added to the assessed value during the remainder of the agreement (the TIF exemption amount of 50% remains the same for FY6 through FY20), no new growth is added from FY7 through FY20.

In FY 21, after the TIF agreement expires, there is no further exemption and the parcel and improvements are assessed at fair cash value. The FY21 fair cash value (and assessed value) of the parcel, including the value of all improvements, is \$3,000,000. The assessed value of the parcel in FY20, the last year of the TIF was the fair cash value of the parcel, less the TIF exemption amount of 50%. The TIF exemption amount in FY20 was 50% of \$2,750,000 (the difference between the fair cash value [2,950,000] and the FY20 base value and compounded inflation adjustments [\$200,000]), resulting in an exemption of \$1,375,000. The FY20 assessed value was the fair cash value of \$2,950,000 less the exemption amount of \$1,375,000 = \$1,575,000. Therefore, the new growth to be added to the levy limit in FY21 is the parcel's assessed value in FY21 (\$3,000,000) less the assessed value of the parcel in FY20 (\$1,575,000), the last year of the TIF agreement.

FY	Parcel Fair Cash Value	Adjusted Base Value	Exemption Amount	Parcel Assessed Value	New Growth in FY
20	\$2,950,000	\$200,000	\$1,375,000 (50% of [Fair Cash Value \$2,950,000 minus Adjusted Base Value \$200,000])	\$1,575,000 (Fair Cash Value \$2,950,000 minus Exemption Amount \$1,375,000)	0
21	\$3,000,000	N/A	N/A	\$3,000,000	\$ 1,425,000 (Parcel Assessed Value \$3,000,000 minus Parcel Assessed Value Previous FY \$1,575,000)



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 5/20/2025
First Reading: 5/20/2025
Second Reading: 6/3/2025
Amendments Adopted:
Third Reading:
Date Adopted: 6/3/2025
Date Effective: 7/3/2025

Order O-FY25-065: Acceptance of a Grant from the Executive Office of Energy and Environmental Affairs (EEA)

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows: “An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received notice of a grant award of \$40,000 from the Executive Office of Energy & Environmental Affairs for the Open Space and Recreation Plan proposal it submitted to the 2025 round of the Planning Assistance Grant Program.

Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the grant in accordance with stated purpose thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">• Budget & Finance	<ul style="list-style-type: none">• 6/3/25: voted 3-0 to recommend

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 6/2/25: voted 6-0 to recommend
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Attachments: 1. Bridgewater 2025 Planning Grant Award

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, June 3, 2025, to approve the aforementioned Order.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) hereby grants the Town of Bridgewater \$40,000 for the Open Space and Recreation Plan proposal it submitted to the 2025 round of the Planning Assistance Grant Program. The submitted proposal is attached; the scope of work and budget contained within are hereby included in this contract by reference.

General Conditions:

- EEA funds must be utilized by June 30, 2026 and documentation regarding their use, along with final billing, is to be received no later than August 1, 2026;
- This contract terminates on June 30, 2026. Any contract amendment, including extensions, will be at the sole discretion of EEA;

- The grantee will credit EEA as a funding source in an written deliverable produced as a result of this project;
- The grantee will document the expenditure of any matching funds committed;
- The grantee will submit an electronic copy of any deliverable to EEA; and
- The grantee agrees to notify EEA about the outcomes that result from this project.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Planning Grant				\$20,000 (FY25)
Planning Grant				\$20,000 (FY26)
SUBTOTAL (this page)				\$40,000

MAXIMUM OBLIGATION

\$40,000

Page 1 of 1 Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 5/20/2025
First Reading: 5/20/2025
Second Reading: 6/3/2025
Amendments Adopted:
Third Reading:
Date Adopted: 6/3/2025
Date Effective: 7/3/2025

Order O-FY25-066: Transfer Order - Flag Pole Returning Funds to One Time Stabilization Fund

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to return \$25,000 to the Other One Time Stabilization Fund as per Town Manager per the below schedule:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
INSTALLATION OF FLAGPOLE	10995990-596120	Transfer to OOTS Fund	<u>\$25,000.00</u>
Total:			\$25,000.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Other One Time Stabilization Fund	80134-497002	Transfer from GF Capital Fund	<u>\$25,000.00</u>
Total			\$25,000.00

Explanation:

Funds being returned to Other One Time Stabilization Fund because the Historical District Commission voted to not allow this project to move forward.

Committee Referrals and Dispositions:

VOICE VOTE FOR APPROVAL

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Referral(s)	Disposition(s)
<ul style="list-style-type: none"> Budget & Finance 	<ul style="list-style-type: none"> 6/3/25: voted 3-0 to recommend
<ul style="list-style-type: none"> Finance Committee 	<ul style="list-style-type: none"> 6/2/25: voted 6-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, June 3, 2025, to approve the aforementioned Order.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 5/20/2025
First Reading: 5/20/2025
Second Reading: 6/3/2025
Amendments Adopted:
Third Reading:
Date Adopted: 6/3/2025
Date Effective: 7/3/2025

Order O-FY25-067: End of Year Transfers

ORDERED; pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer the amounts from below schedule Source of Funds to below schedule of Use of Funds:

Dept	Dept Description	Group	Amount
Source of Funds			
123	TOWN MANAGER'S OFFICE	1-Salary/Wages/Benefits	(25,000.00)
132	FINANCE RESERVE FUND	2-Expenses	(60,000.00)
145	TREASURY-COLLECTOR'S	1-Salary/Wages/Benefits	(55,000.00)
155	INFORMATION TECHNOLOGY	1-Salary/Wages/Benefits	(20,000.00)
182	CED	1-Salary/Wages/Benefits	(30,000.00)
210	POLICE	1-Salary/Wages/Benefits	(100,000.00)
240	INSPECTIONAL SERVICES	1-Salary/Wages/Benefits	(75,000.00)
292	ANIMAL CONTROL	1-Salary/Wages/Benefits	(20,000.00)
	BR REGIONAL SCHOOL DISTRICT		
300	DEBT	2-Expenses	(69,000.00)
420	HIGHWAY	1-Salary/Wages/Benefits	(28,000.00)
424	STREET LIGHTING	2-Expenses	(75,000.00)
914	MDCR/HEALTH/LIFE INSURANCE	1-Salary/Wages/Benefits	(100,000.00)
Source of Funds Total			(657,000.00)

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Dept	Dept Description	Group	Amount
Use of Funds			
111	TOWN COUNCIL	1-Salary/Wage/Benefits	3,000.00
123	TOWN MANAGER	2-Expenses	25,000.00
151	LEGAL	1-Salary/Wage/Benefits	500.00
151	LEGAL	2-Expenses	100,000.00
155	INFORMATION TECHNOLOGY	2-Expenses	20,000.00
161	TOWN CLERK	1-Salary/Wage/Benefits	2,500.00
161	TOWN CLERK	2-Expenses	20,000.00
192	TOWN BUILDINGS	2-Expenses	100,000.00
220	FIRE	2-Expenses	30,000.00
220	FIRE	1-Salary/Wage/Benefits	250,000.00
301	BRISTOL AGRICULTURAL TUITION/TRANSPORTATION	2-Expenses	65,000.00
303	NORFOLK AGRICULTURAL TRANSPORTATION	2-Expenses	1,300.00
410	ENGINEERING	2-Expenses	3,500.00
543	VETERAN'S	2-Expenses	15,000.00
820	COUNTY ASSESSMENTS	2-Expenses	10,150.00
919	HUMAN RESOURCES -OTHR BENEFT	2-Expenses	500.00
945	LIABILITY INSURANCE	2-Expenses	10,550.00
Use of Funds Total			657,000.00

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none"> Budget & Finance 	<ul style="list-style-type: none"> 6/3/25: voted 3-0 to recommend
<ul style="list-style-type: none"> Finance Committee 	<ul style="list-style-type: none"> 6/2/25: voted 6-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, June 3, 2025, to approve the aforementioned Order.

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 6/3/2025
First Reading: 6/3/2025
Second Reading: 6/17/2025
Amendments Adopted:
Third Reading: 6/30/2025
Date Adopted: 6/30/2025
Date Effective: 7/30/2025

Order O-FY25-068: United Steel Workers Bargaining Contract Ratification

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement covering July 1, 2024 through June 30, 2027 with the United Steel Workers Local 9517 Unit 04 (Unit A & B).

Explanation:

The Town Manager negotiated an agreement with the United Steel Workers Local 9517 Unit 04 (Unit A & B). An affirmative vote of the Council will approve the contract as presented. A concurrent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">6/30/24: voted 2-1 to recommend.
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">6/23/25: voted 5-0 to recommend.

Attachments: 1. USW AB Signed MOU 5.27.25

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Monday, June 30, 2025, to approve the aforementioned Order by a Roll Call vote (6-3).

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

**MEMORANDUM OF UNDERSTANDING
TOWN OF BRIDGEWATER AND
UNITED STEEL WORKERS LOCAL 9517 UNIT 04 (UNIT A & B)
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Town of Bridgewater ("Town") and the United Steel Worker's Local 04-9517 Unit A and Bn("Union") have met in good faith and agreed to a successor collective bargaining agreement, pursuant to G.L. c. 150E, subject to ratification by both parties.

NOW THEREFORE, the parties have agreed to the following changes to the collective bargaining agreement:

1. Article 1 – Effective Date

- a. Update CBA duration to reflect a three (3) term of July 1, 2024, through June 30, 2027.

2. Article 4 – Union Dues and Agency Fee

- a. Change address from "PO BOX 400041" to "60 Boulevard of the Allies, Pittsburg, PA 15222."

3. Article 12 - Wages

Effective 7.1.24 – 2% retroactive COLA increase to all base wages

- i. Effective 7.1.24 – 2.5% retroactive COLA increase to base wages in Step 12 (this is in addition to the 2% COLA increase to all steps for a total Step 12 increase of 4.5%)
- ii. Effective 7.1.25 – 2% COLA increase to all base wages
- iii. Effective 7.1.26 – 2% COLA increase to all base wages

4. Article 15 – Holidays

- a. Add Juneteenth as an enumerated paid holiday.

5. Article 16 – Vacations

The current language of Article 16 shall be removed and replaced with the following:

Vacation leave shall be based upon an employee's years of service with the Town of Bridgewater and shall be issued at the following rates:

Years of Service	Vacation Time In Hours
1 – 4	80
5 – 9	120
10 – 14	160
15 – 19	200
20	216
21	232
22 or more	240

Employees shall not be eligible to accrue or use vacation leave during their probationary period. On the first pay period after the expiration/conclusion of an employee's probationary period, the employee shall be credited with the one (1) year employee vacation time pro-rated from the employee's date of hire to December 31.

Effective January 1, 2025, vacation leave shall be issued in full on January 1 of each year, to be used within the calendar year. Employees who have accrued vacation time as of December 31 may carry over up to forty (40) hours into the following year. Any carried over vacation time must be used by July 1, or it will be forfeited.

During the calendar year, if an employee's anniversary would satisfy the Years of Service requirement for a higher tier of vacation time, the employee shall be issued a pro-rated value of the difference of the higher tier vacation time and the value of vacation time issued on January 1 on the first pay period after the employee's anniversary. For example, if an employee had an anniversary of July 1, and was in their ninth year of service on January 1, they would be issued 120 hours of vacation time on January 1. On the July 1 following that vacation accrual, the employee would enter their tenth year of employment, elevating them to a new tier of vacation time. The employee would then be credited with twenty (20) hours of vacation time on their first pay period after July 1 (the pro-rated annual value of the 40 hours difference between the 5-9 and 10-14 year vacation time accruals). Thereafter, On the following January 1, the employee would have ten (10) years of service and be credited with the 160 hours of vacation time.

Any employee who has accrued vacation time on December 31, shall be permitted to carryover up to forty (40) hours of vacation time. This carried over vacation time shall expire on July 1.

Scheduling

1. Employees must request and seek approval for the use of any vacation leave.
2. Senior employees will be given preference when scheduling vacations.
3. If a Holiday falls within a vacation period sought by an employee, a vacation day will not be used during the holiday.
4. Employees shall be issued compensation for any unused accrued vacation time upon the employee's termination, retirement, resignation, and/or death.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Understanding on this 27 day of May 2025.

For the
TOWN OF BRIDGEWATER

Blythe C. Per

Laurie Guerin

Carolyn Weir

For the
United Steel Workers Local 04-9517 Units A&B

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
Van Holmberg



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 6/3/2025
First Reading: 6/3/2025
Second Reading: 6/17/2025
Amendments Adopted:
Third Reading: 6/30/2025
Date Adopted: 6/30/2025
Date Effective: 7/30/2025

Order O-FY25-069: United Steel Workers Collective Bargaining Appropriation Transfer

ORDERED; Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule Use of Funds:

Description: settlement of United Steel Workers Local 9517 Unit 04 (Unit A & B) Contract FY25-FY27

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Other One Time Stabilization Fund	80135-596100	TRANSFER TO GF	\$ 61,392.00
WTR Reserved for Special Purpose	6200-358000	TRANSFER TO EF	\$ 3,131.00
SWR Reserved for Special Purpose	6100-358000	TRANSFER TO EF	\$ <u>3,131.00</u>
Total:			\$ 67,654.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Salaries Assessor	01415001	Salary Contractual Pay	\$ 2,865.00
Salaries Treasury/Collecting	01455001	Salary Contractual Pay	\$ 9,775.00
Salaries IT/Technology	01555001	Salary Contractual Pay	\$ 3,759.00
Salaries Town Clerk	01615001	Salary Contractual Pay	\$ 3,481.00

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Salaries CED	01825001	Salary Contractual Pay	\$ 5,361.00
Salaries Inspectional Services	02405001	Salary Contractual Pay	\$10,560.00
Salaries Engineering	04105001	Salary Contractual Pay	\$ 7,665.00
Salaries Highway	04205001	Salary Contractual Pay	\$ 2,604.00
Salaries Health	05105001	Salary Contractual Pay	\$ 2,159.00
Salaries COA	05415001	Salary Contractual Pay	\$ 6,409.00
Salaries Veteran's Agent	05435001	Salary Contractual Pay	\$ 1,763.00
Salaries Recreation Director	06305001	Salary Contractual Pay	\$ 4,991.00
Salaries Water Superintendent	62005001	Salary Contractual Pay	\$ 3,131.00
Salaries Sewer Superintendent	61005001	Salary Contractual Pay	<u>\$ 3,131.00</u>
Total			\$67,654.00

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none"> Budget & Finance 	<ul style="list-style-type: none"> 6/30/25: voted 2-1 to recommend
<ul style="list-style-type: none"> Finance Committee 	<ul style="list-style-type: none"> 6/23/25: voted 5-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Monday, June 30, 2025, to approve the aforementioned Order by a Roll Call vote (7-2).

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 6/3/2025
First Reading: 6/3/2025
Second Reading: 6/17/2025
Amendments Adopted:
Third Reading: 6/30/2025
Date Adopted: 6/30/2025
Date Effective: 7/30/2025

Order O-FY25-070: Non-Union Affiliated Positions Appropriation Transfer

ORDERED; Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule Use of Funds to fund non-union affiliated positions:

<u>Source of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Other One Time Stabilization Fund	80135-596100	TRANSFER TO GF	\$ 38,279.00
Total:			\$ 38,279.00
<u>Use of Funds</u>	<u>Account No.</u>	<u>GL Account Description</u>	<u>Amount</u>
Salaries Town Council Clerk	01115001	Salary Contractual Pay	\$ 1,598.00
Salaries Town Manager Sp Assist	01235001	Salary Contractual Pay	\$ 1,598.00
Salaries Accounting/Payroll	01355001	Salary Contractual Pay	\$ 10,796.00
Salaries Treasury/Collection	01455001	Salary Contractual Pay	\$ 1,508.00
Salaries Human Resources	01525001	Salary Contractual Pay	\$ 4,224.00
Salaries Town Clerk	01615001	Salary Contractual Pay	\$ 2,085.00
Salaries Town Facilities	01925001	Salary Contractual Pay	\$ 1,789.00
Salaries Police Administration	02105001	Salary Contractual Pay	\$ 1,918.00
Salaries Fire Administration	02205001	Salary Contractual Pay	\$ 4,058.00
Salaries Engineering/DPW	04105001	Salary Contractual Pay	\$ 1,807.00
Salaries Highway	04205001	Salary Contractual Pay	\$ 3,978.00
Salaries Library Director	06105001	Salary Contractual Pay	\$ 2,417.00
Salaries Recreation Admin	06305001	Salary Contractual Pay	\$ 503.00
Total			\$ 38,279.00

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">6/30/25: voted 2-1 to recommend
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">6/23/25: Voted 5-0 to recommend

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Monday, June 30, 2025, to approve the aforementioned Order by a Roll Call vote (6-3).

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Johnny Loreti, Councilor
Paul Murphy, Councilor
Date Introduced: 6/17/2025
First Reading: 6/17/2025
Second Reading: 7/15/2025
Amendments Adopted:
Third Reading:
Date Adopted: 7/15/2025
Date Effective: 8/15/2025

Order O-FY25-071: An Order Establishing a Tax Increment Financing (TIF) District for 60-86 Broad Street

WHEREAS, the Town of Bridgewater is committed to encouraging strategic private investment and redevelopment within its Central Business District – Redevelopment Zone; and

WHEREAS, the proposed redevelopment project at 60–86 Broad Street represents an estimated \$31 million private investment, including 77 residential units, over 6,200 square feet of commercial space, and the creation of approximately 50 new permanent full-time jobs; and

WHEREAS, the subject property is located within the Bridgewater Economic Target Area (ETA), thereby qualifying for local and state economic development incentives pursuant to M.G.L. Chapter 23A; and

WHEREAS, the establishment of a Tax Increment Financing (TIF) District is a prerequisite for the Town’s consideration of a TIF Agreement under M.G.L. Chapter 40, Section 59 and Chapter 23A;

NOW THEREFORE, BE IT ORDERED:

Section 1. Establishment of TIF District

1. The Town Council hereby designates the parcels located at:
 - 60 Broad Street (Assessor’s Map 21, Parcel 98),
 - 70 Broad Street (Assessor’s Map 21, Parcel 97),
 - 76–78 Broad Street (Assessor’s Map 21, Parcel 96), and
 - 86 Broad Street (Assessor’s Map 21, Parcel 95),collectively referred to as the “Property,” and as shown on the map attached hereto as Exhibit A, as a Tax Increment Financing (TIF) District in accordance with M.G.L. Chapter 40, Section 59 and Chapter 23A.

VOICE VOTE - REFER TO TIF AD HOC COMMITTEE
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

2. This designation authorizes the Town to consider a Tax Increment Financing Agreement for the proposed development. This Order does not constitute approval of any such agreement.
3. Any proposed TIF Agreement related to this District shall be submitted to the Town Council as a separate measure and shall require Council review and approval in accordance with applicable law.

Committee Referrals and Dispositions:

This measure was not referred to committee. 14 days elapsed per section XVII of the Council Rules & Procedures, therefore the measure was able to be considered.

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, July 15, 2025 to approve the aforementioned Order by a Voice vote (6-2-1).

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE - REFER TO TIF AD HOC COMMITTEE
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 6/17/2025
First Reading: 6/17/2025
Second Reading: 6/30/2025
Amendments Adopted:
Third Reading:
Date Adopted: 6/30/2025
Date Effective: 7/30/2025

Order O-FY25-072: Acceptance of Donation - Oliari Charitable Foundation Bridgewater Public Library

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;” and

WHEREAS: The Town of Bridgewater has received a Donation award from The Oliari Charitable Foundation for \$1,500 to the Bridgewater Public Library. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept and to expend the grant in accordance with stated purpose thereof.

Explanation

The Oliari Charitable Foundation, has graciously donated \$1,500 to the Bridgewater Public Library to fund the stipend for the Flora T. Little Fellowship program.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">6/30/25: Voted 3-0 to recommend

VOICE VOTE FOR APPROVAL

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 6/23/25: Voted 5-0 to recommend
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Attachments: 1. Oliari Donation Library Fellow

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Monday, June 30, 2025, to approve the aforementioned Order by a Roll Call vote (9-0).

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

28 May 2025

Jed Phillips
Library Director
15 South Street
Bridgewater, MA 02324

Dear Mr. Phillips:

This letter is to attest that The Oliari Charitable Foundation is donating in the amount of \$1,500.00 to the Bridgewater Public Library to fund the library's Flora T. Little Fellowship. These funds are for this expressed purpose only.

Thank you in advance for your cooperation in this matter. Should you have any questions, please do not hesitate to reach out.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Danielle M Oliari', with a long, flowing horizontal stroke extending to the right.

Danielle M Oliari
Board Chairperson
Oliari Charitable Foundation
Danielle.oliari@cntdep.com



Bridgewater Town Council

Introduced By: Johnny Loreti, Councilor
Date Introduced: 6/17/2025
First Reading: 6/17/2025
Second Reading: 6/30/2025
Amendments Adopted: 6/30/2025
Third Reading: 8/5/2025
Date Adopted: 8/5/2025
Date Effective: 9/5/2025

Order O-FY25-073: Town Clerk's Salary

ORDERED, that the Town Council assembled vote:

To set the Town Clerks Salary beginning July 1 2025 - Annually \$89,305.18.

Explanation:

This sets the salary for the newly elected Town Clerk.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
<ul style="list-style-type: none">Budget & Finance	<ul style="list-style-type: none">6/26/25: Voted to recommend with salary change
<ul style="list-style-type: none">Finance Committee	<ul style="list-style-type: none">6/23/25: Voted 5-0 to take no action.
<ul style="list-style-type: none">Town Council	<ul style="list-style-type: none">6/30/35: amendment made and approved to change salary; referred back to Finance Committee

VOICE VOTE

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

<ul style="list-style-type: none">• Finance Committee	<ul style="list-style-type: none">• 7/21/25: Voted 4-1 to recommend the salary change.
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Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, August 5, 2025, to approve the aforementioned Order by a Voice vote (9-0).

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk



Bridgewater Town Council

Introduced By:	Paul Murphy, Councilor
Date Introduced:	6/17/2025
First Reading:	6/17/2025
Second Reading:	9/2/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	9/2/2025
Date Effective:	10/2/2025

Order O-FY25-074: Town Manager Goals

WHEREAS; the Town Council recognizes that establishing priorities for the Town and the Town Manager is critical to ensuring that resources are directed toward Bridgewater's highest-priority initiatives;

NOW THEREFORE, the Town Council prioritizes the following goals for the Town of Bridgewater and instructs the Town Manager to complete these goals prior to the end of FY26:

TCG-001 Exemplary Town Operations

- Develop and adhere to a balanced budget for FY27, done by 4/7/2026
- Conduct multiple meetings with BR School District/Superintendent in preparing FY27 budget and recommendations of budgetary solutions for funding of BR school district by 1/12/2026
- Conduct a Town wide Resident Satisfaction Survey to baseline opinions on key town services, projects and communications by 12/15/2025
- Deliver a Town Manager Operational Report to the Town Council every 4 weeks

TCG-002 Drinking Water Improvement

- Develop and publicly present, in conjunction with water dept/DPW, an updated multi-phase improvement plan to address water quality, identifying new water sources and expanding system capacity, with estimated timelines and funding sources to accomplish this plan by 4/1/2026, with initial report/review by 10/1/2025.

TCG-003 Roadway Improvement Plan

VOICE VOTE FOR APPROVAL

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

- Complete/update road condition assessment, in conjunction with DPW, and update priority repair list of town roadways and multi-phase improvement plan with potential funding strategies by 1/26/2026.
- Once developed, update town website with posting of priority street repair list and roadway improvement plan, pending availability of funding, for public information. (possibly on home page, DPW FAQ pg)

TCG-004 Community Engagement and Communication

- Improvements to Town website, existing or new design, for easier public access to information, documentation, scheduling and communication to town officials and departments by 6/1/2026.
- Expanding public engagement by hosting at least 4 public forums/listening sessions by 6/30/2026 with updated quarterly reports to TC via operational reports with results of those forums.
- Engage with the public by attending at least one community event per quarter (Autumnfest, Christmas on the Common, etc.) and report results during TM report at council meeting.

TCG-005 Economic Development Strategy

- In conjunction with V2R, and working with the CED department and director, identify our current economic strengths and weaknesses, develop and implement short term and long term funding strategies and a timeline to improve the town's economic development, which include improvements to the Downtown Business District, supporting existing local businesses, and working to expand Bridgewater's commercial tax base, with this plan to be presented to the TC by 4/15/2026.

TCG-006 Operational Efficiency

- Conduct an operational review of Bridgewater's organizational structure to identify and report to the TC by 6/30/2026:
 - Areas of inefficiency and duplication
 - Opportunities for shared services, regional partnerships or outsourcing of non-core functions.
- If funding is available, procure independent consultant and conduct operational efficiency assessment during FY26 and report results to TC by 3/17/2026, to prepare for FY27 budget season.

Explanation:

This Order represents the Town Council's formal communication of its priorities to the Town Manager. It is designed to align the Town Manager's work with the Council's goals and to provide a framework for measuring performance and progress.

Committee Referrals and Dispositions:

VOICE VOTE FOR APPROVAL

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Disposition(s)	
<ul style="list-style-type: none"> • Strategic Planning 	<ul style="list-style-type: none"> • 8/21/25: Voted 3-0 to recommend with amendments

Attachments: None

In accordance with the applicable provisions of the Town of Bridgewater Home Rule Charter and Town Council Rules and Procedures, the Town Council assembled voted, at their meeting on Tuesday, September 2, 2025, to approve the aforementioned Order by a Voice Vote vote (9-0).

A TRUE COPY ATTEST:

Debra Ward, Town Council Clerk

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING