BRIDGEWATER TOWN COUNCIL

Tuesday, April 10, 2018
7:30 p.m.
Academy Building
66 Central Square
Council Chamber, Room 203
Bridgewater MA

MEETING AGENDA

RECEIVED
TOWN CLERKS OFFICE
BRIDGEWATER, MA.
2018 APR -6 A 11:04

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS
   a) March 27, 2018

B. ANNOUNCEMENTS FROM THE PRESIDENT

C. PROCLAMATIONS
   a) Peter Kelliher – Soup Man

D. CITIZEN OPEN FORUM

E. APPOINTMENTS
   a) Cultural Council
      - Pamela Ford
      - Stephen Sargent

F. HEARINGS
   a) **7:35 p.m.:** Order O-FY18-028: Loan Order – Water Main Replacement
      At their meeting held 3/12/18, the Budget & Finance Committee voted 2-0-1 (Councilor Wood recused) to recommend approval. Finance Committee voted 5-0 to approve at their meeting 3/12/18. This measure has been duly advertised for a public hearing and may be finally considered at the conclusion of the hearing.
   b) **7:40 p.m.:** Order O-FY18-029: FY18 Capital Transfers – Phase I
      At their meeting held 3/12/18, the Budget & Finance Committee voted 3-0 to recommend approval. Finance Committee voted 5-0 to approve at their meeting 3/12/18. This measure has been duly advertised for a public hearing and may be finally considered at the conclusion of the hearing.

G. LICENSE TRANSACTIONS
   a) Petition P-2018-005: 49'ers Club One-Day Alcohol and Entertainment Licenses - 2018

H. PRESENTATION - *None*

I. TOWN MANAGER'S REPORT

J. DISCUSSIONS - *None*

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION
   a) O-FY18-032: Purchase and Sale Agreement - McElwain Property
      Budget & Finance and Finance Committee meet 4/9/18. Dispositions will be provided upon receipt.
   b) O-FY18-033: Acceptance of a Gift - Howard Foundation
      Budget & Finance and Finance Committee meet 4/9/18. Dispositions will be provided upon receipt.

M. OLD BUSINESS
   a) Ordinance D-FY18-006: Establish a Search/Review Committee
      At their meeting held 4/3/18, the Rules and Procedures Committee voted 3-0 not to recommend moving forward with this ordinance per the Town Attorney's opinion.

N. NEW BUSINESS
   a) Order O-FY18-034: Acceptance of Other One-Time Revenue for Special Purpose – Bridgewater Preserve *(Town Manager)*
   b) Order O-FY18-035: Acceptance of Other One-Time Revenue for Special Purpose – Bridgewater Homes, LLC *(Town Manager)*

c) Order O-FY18-036: Town of Bridgewater Change of Voting Equipment *(Town Manager at the request of the Town Clerk)*
d) Order O-FY18-037: CPC Transfer - Preservation Assessment of Two Old Bridgewater Historical Society Buildings *(Town Manager at the Request of the CPC)*
e) Order O-FY18-038: Transfer Order – Sewer Enterprise Capital Special Purpose Transfers *(Town Manager)*

FY2019 Budget Orders:

f) Order O-FY19-001: Budget Order – FY19 Annual Town Budget *(Town Manager)*
g) Order O-FY19-002: Budget Order – FY19 Sewer Enterprise Fund Budget *(Town Manager)*
h) Order O-FY19-003: Budget Order – FY19-Water Enterprise Fund Budget *(Town Manager)*
i) Order O-FY19-004: Budget Order – FY19 Transfer Station Enterprise Fund Budget *(Town Manager)*
j) Order O-FY19-005: Budget Order – FY19 OSLGC Enterprise Fund Budget *(Town Manager)*
k) Order O-FY19-006: Authorization of Revolving Funds *(Town Manager)*

O. CITIZEN COMMENTS

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-028

Introduced By:	Town Manager *(at the request of the Finance Director)*
Date Introduced	February 27, 2018
First Reading:	February 27, 2018
Second Reading/Public Hearing:	April 10, 2018
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-028

LOAN ORDER –WATER MAIN REPLACEMENT

Ordered; that $1,200,000 is appropriated for the replacement of water mains, including the payment of costs incidental or related thereto; that to meet this appropriation the Treasurer with the approval of the Town Manager is authorized to borrow such amount under G.L. c.44, §8 or any other enabling legislation; that the Town Manager is authorized to contract for and expend any federal or state aid available for the project; and that the Town Manager is authorized to take any other action necessary or convenient to carry out this project. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Explanation:
Hayward Street *water main is constructed of asbestos cement pipe and* ***Wall Street*** *water main is constructed of cast iron pipe. Both water mains were installed in the 1950's and have exceeded their useful life. Also, over the past several years we have been experiencing an increase in water main breaks. With anticipated road upgrade, now is the time to replace aged pipe before the road is rebuilt as per Water Superintendent and Highway Superintendent's recommendations.*

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Finance Committee • Budget & Finance Committee • This measure has been duly advertised for a public hearing and may be finally considered at the conclusion of the hearing.	• 3/12/18: Vote 5-0 approve • 3/12/18: Vote unanimous to approve.

ROLL CALL VOTE – REQUIRES 2/3 OF FULL COUNCIL (6)

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-029

Introduced By:	Town Manager *(at the request of the Finance Director)*
Date Introduced	February 27, 2018
First Reading:	February 27, 2018
Second Reading/Public Hearing:	April 10, 2018
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-029

FY18 CAPITAL TRANSFERS- PHASE I

ORDERED that, pursuant to Section 6-4(a) of the Bridgewater Charter, that the Town Council assembled vote to appropriate the sum of $1,589,091.46 from the below schedule to pay costs of the following capital purchases as outlined in the Finance Directors' Capital Plan:

FURTHER ORDERED; for the payment of all other costs incidental and related thereto; that the amounts indicated above for each project are estimates and that the Town Manager may allocate more funds to any one or more of such projects, and less to others, so long as, in the judgment of the Town Manager, each of the projects described above can be completed within the total appropriation made by this Order; And that the Town Manager is authorized to contract for and expend any grants, aid or gifts in available for the project; and that the Town Manager is authorized to take any other action necessary or convenient to carry out this project.

ROLL CALL VOTE

Source of Funds	Account No.	GL Account Description	Amount
Ambulance Receipts Reserved	25015-596010	ARRA	$73,063.03
Bond Premium-Capital Memorial Bldg	0100-596010	FB Reserve for Special Purpose	$300,000.00
Capital Stabilization	80105-596110	Capital Stabilization	$513,185.45
FEMA Funds (PY)	27805-596110	FEMA Funds (PY)	$11,173.43
Fire Stn/Memorial Site Impr	3002-596000	Memorial Building Project	$401,006.00
Gen Fund Capital (PY-Fund 1000)	1000-596110	Capital Projects (PY)	$33,306.23
Gen Fund Capital (PY-Fund 3000)	30005-596110	Capital Projects (PY)	$78,357.32
Other One Time Stabilization	80135-596110	Other One Time Stabilization	$75,000.00
Police Prison Mitigatn Bldg Imprv	40035-596010	Police Prison Mitigatn Bldg Imprv	$104,000.00
Total:			**$1,589,091.46**

Use of Funds	Account No.	GL Account Description	Amount
FY 2018 Capital Items 2018-1	3003-497000	Memorial Building Project	$701,006.00
FY 2018 Capital Items 2018-1	10541218-584000	Pickle Ball Courts	$20,000.00
FY 2018 Capital Items 2018-1	10541215-587000	Sr Center Fire Supression Sys& Misc	$10,302.00
FY 2018 Capital Items 2018-1	10420218-587000	Freightliner - Used Replacement	$50,000.00
FY 2018 Capital Items 2018-1	10420218-585000	Highway Gas Boy (Gasoline Depot)	$20,000.00
FY 2018 Capital Items 2018-1	10420218-584000	Bridgewater Preserve	$75,000.00
FY 2018 Capital Items 2018-1	10220218-586000	Ambulance Lease Payment #2	$61,025.03
FY 2018 Capital Items 2018-1	10220218-585002	Polaris Off Road Vehicle	$11,173.43
FY 2018 Capital Items 2018-1	10220218-585001	Tower Truck Repairs	$63,547.00
FY 2018 Capital Items 2018-1	10220218-585000	Ambulance Laptops Project 21	$12,038.00
FY 2018 Capital Items 2018-1	10210218-587000	Replace 3 AWD Emerg Resp Vehicles	$144,000.00
FY 2018 Capital Items 2018-1	10210218-584002	Police Bldg & Reconstruction	$39,000.00
FY 2018 Capital Items 2018-1	10210218-584001	Replace Communication Base Station	$65,000.00
FY 2018 Capital Items 2018-1	10210218-584000	Repair to Police HVAC Condenser	$22,000.00
FY 2018 Capital Items 2018-1	10192218-584001	Town Hall 64 Central Sq	$40,000.00
FY 2018 Capital Items 2018-1	10192218-584000	T/C & Assessors Offices	$10,000.00
FY 2018 Capital Items 2018-1	10161218-585000	Voting Machines	$51,780.00
FY 2018 Capital Items 2018-1	10155218-584002	IT/Adobe	$5,920.00
FY 2018 Capital Items 2018-1	10155218-584001	IT Third ESX Host to Virtual System	$28,000.00
FY 2018 Capital Items 2018-1	10155218-584000	Munis IT/Finance Projects	$23,000.00
FY 2018 Capital Items 2018-1	10123218-585000	Gazebo Roof & Railings	$15,000.00
FY 2018 Capital Items 2018-1	10123218-584008	VHB Elm St Roadway Contract	$94,650.00
FY 2018 Capital Items 2018-1	10123218-584004	House Demolition	$6,650.00
FY 2018 Capital Items 2018-1	10123218-584000	Vault Door	$20,000.00
Total			**$ 1,589,091.46**

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance Committee • Finance Committee • This measure has been duly advertised in the Enterprise and on the Town's website, therefore may be finally considered this evening.	• 3/12/18: Vote 3-0 recommend approval • 3/12/18: Vote 5-0 approve

ROLL CALL VOTE

Bridgewater Town Council

In Town Council Tuesday, April 10, 2018

Council Petition: P-2018-005

Date Introduced/Public Hearing: April 10, 2018

Amendments Adopted:

Date Adopted:

Date Effective:

Relative to:

The Granting of One-Day Alcohol & One-Day Entertainment Permits

WHEREAS, the Forty Niners Club, Inc. has petitioned for five (5) One-day Alcohol and five (5) One-day entertainment permits for the following club sponsored events:

	EVENT	DATE	TIME	APPROXIMATE ATTENDANCE	NOTES
1	Robby's Rib Party	May 19th, 2018	1:00 p.m. – 6:00 p.m.	80	Live music
2	Habitat for Humanity Event	June 2nd, 2018	1:00 p.m. – 7:00 p.m.	150	Live Music
3	Clam Boil	July 14th, 2018	1:00 p.m. - 6:00 p.m.	85	Live music and dancing
4	Annual Outing	August 18th, 2018	1:00 p.m. - 6:00 p.m.	95	Live music and dancing
5	Meat on a Stick	September 22nd, 2018	1:00 p.m. - 6:00 p.m.	75	Live music

;and,

WHEREAS, the Forty Niners Club, Inc. has complied with the requirements of the Town of Bridgewater; and,

WHEREAS, the Bridgewater Town Council, acting as the Legislative body of the Town has such licensing authority and with the affirmative recommendation of the Bridgewater Building Inspector, Fire, Police, and Health Departments who have oversight authority, it appears that the public good so requires such license be granted;

The Town Council of the Town of Bridgewater, Massachusetts, pursuant to Chapter 138 - section 14 and Chapter 140- Section 183A respectively of the Massachusetts General Law (M.G.L.), in Town Council assembled approve the petition of the Forty Niners Club, Inc. be granted five (5) one-day alcohol and five (5) one-day entertainment permits for the aforementioned events to be held on the grounds of the club at 161 High Street.

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-032

Introduced By:	Town Manager
Date Introduced	March 27, 2018
First Reading:	March 27, 2018
Second Reading:	April 10, 2018
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-032

PURCHASE AND SALE AGREEMENT – McELWAIN PROPERTY

WHEREAS, The Town Manager has negotiated a Purchase and Sale Agreement (PSA) for the disposition of the McElwain School with MPZ Development LLC and Capstone Communities Development LLC;

WHEREAS, the PSA proposes to transfer the building and land for one dollar, and contemplates that the respondent expend more than $20 million to renovate the existing structure and to build a second structure on the same property to accommodate a total of 52 housing units, all of which will be added to the Town's subsidized housing inventory;

WHEREAS, the Town and the Respondent propose a Public Private Partnership ("PPP") to collaborate as a means to securing the necessary Local, State and Federal resources;

ORDERED, that the Town Council ratify the attached Purchase and Sale Agreement, and further authorize the Town Manager to negotiate any other agreements to mitigate or reduce the Town's obligation under the Purchase and Sale Agreement.

Explanation:

The Town Manager hired Attorney Mark Bobrowski, one of the state's leading land use attorney, to negotiate a Purchase and Sales Agreement with the successful respondent to the McElwain RFP. The attached agreement is the result of that negotiation. The P&S Agreement requires the respondent to make application to the Community Preservation Committee for funding, and the Zoning Board of Appeals for plan approval.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance Committee	• Meet 4/9/18. Disposition will be provided upon receipt.
• Finance Committee	• Meet 4/9/18. Disposition will be provided upon receipt.

ROLL CALL VOTE – REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

PURCHASE AND SALE AGREEMENT

FOR

McELWAIN SCHOOL
BRIDGEWATER, MASSACHUSETTS

1A. PARTIES:

This AGREEMENT is made as of the [8] day of December, 2017, by and among The Town of Bridgewater, a municipal corporation ("Seller"), MPZ Development LLC, a Massachusetts limited liability company ("MPZ Buyer") and Capstone Communities Development LLC, a Massachusetts limited liability company ("Capstone Buyer", which together with MPZ Buyer, the "Buyer").

1B. RECITALS:

WHEREAS, Seller issued a Request for Proposals 2017-002 Sale or Lease of former McElwain School 250 Main Street, Bridgewater, MA ("RFP") for the sale of the Premises (as hereinafter defined);

WHEREAS, on September 27, 2017, Buyer submitted a response to the RFP ("RFP Response") and therein proposed to develop, rehabilitate, design and construct at the Premises (as hereinafter defined) a 52-unit residential facility, in multiple buildings, with grade level parking and associated site improvements ("the "Proposed Project");

WHEREAS, Buyer intends to develop the Proposed Project over two phases with approximately 16 units being constructed during phase 1, and 36 units being constructed during phase 2;

WHEREAS, Seller and Buyer intend to form a Public Private Partnership ("PPP") to collaborate as a means to securing the necessary Local, State and Federal resources required to develop the Proposed Project;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises (as hereinafter defined) upon the terms and conditions hereinafter set forth.

2. PREMISES:

As used herein, the term "Premises" shall mean and include the following:

A. Real Property. That certain parcel of land together with the buildings, structures and improvements thereon located at 250 Main Street, Bridgewater, Plymouth County, Massachusetts, containing approximately1.926 acres more or less, known as the McElwain School, and any easements or other rights appurtenant thereto, and all other real estate in which

Seller or any affiliate of Seller has any interest of any nature whatsoever adjacent to or adjoining the real estate (the "Real Estate").

B. Fixtures. All fixtures that are presently located on the Premises and owned by Seller (the "Fixtures").

C. Personal Property. The items of tangible personal property listed on the Description of Personal Property attached hereto as Exhibit A (the "Personal Property").

D. Intangible Property. All of the interests and rights of the Seller under all contracts, agreements, warranties and guarantees, if any, related to all or any portion of the Premises, and including, subject to the provisions of any applicable governmental laws, statutes, ordinances, bylaws, codes, rules and regulations, all of the rights and interest of the Seller in any licenses, permits and approvals, if any, for the ownership, use, occupancy, maintenance and operation of the Premises.

3. DEED AND TITLE:

A. The Premises are to be conveyed by a good and sufficient quitclaim deed (accompanied by a certificate of title if title is registered) running to Buyer, or to the nominee(s) designated by Buyer, and said deed shall convey a good and clear record and marketable title to the Premises, free from all encumbrances except:

(i) Provisions of existing building, zoning and all other laws, provided they do not render title unmarketable or prevent or materially interfere with the use of the Premises for the Proposed Project;

(ii) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; and

(iii) Any liens or installments of liens for municipal betterments which are not due and payable on the Closing Date;

B. It is understood and agreed by the parties that Seller's title to the Premises shall not be considered marketable unless:

(i) All buildings, structures and improvements including, but not limited to, any driveways and garages, and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the property of any other person or entity, except pursuant to a validly recorded, indefeasible easement;

(ii) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises;

(iii) The Premises shall have sufficient legal access to and abut a public way, duly laid out or accepted as such by the city or town in which the Premises are located, or have indefeasible legal access to same;

(iv) There are no easements across land of others that are required to permit surface water runoff to discharge from the existing surface water drainage system or to permit the installation, maintenance and use of the utility lines presently serving the Premises including, without limitation, sewer lines, electrical, gas, water or telephone lines which are not validly recorded indefeasible easements; and

(v) Buyer shall be able to obtain an ALTA owner's title insurance policy insuring Buyer's fee interest in the Real Estate, at standard rates, subject only to those encumbrances specifically permitted by this Agreement and those standard exceptions customarily included in an owner's title insurance policy, from a company reasonably acceptable to Buyer.

4. PURCHASE PRICE AND PAYMENT:

Subject to the adjustments and prorations described herein, the agreed purchase price for the Premises (the "Purchase Price") is One Dollar ($1.00).

A. Pursuant to the terms of the RFP, Buyer paid to Seller on submission of the RFP Response, Five Thousand Dollars ($5,000) (the "Deposit") which Deposit shall be held in accordance with paragraph 14 below, and except as otherwise provided herein, will be retained by Seller at Closing; and

B. The Purchase Price shall be paid at the Closing in the form of cash or by bank or certified check(s) or by wire transfer of funds, as elected by Seller.

5. CLOSING:

A. The deed of the Premises is to be delivered and the consideration paid at the offices of Buyer's attorney, or such other location as may be required by Buyer's mortgage lender, at 10:00 A.M. on a December 31, 2019 or such earlier date as may reasonably be requested by Buyer. It is agreed that time is of the essence of all provisions of this Agreement. The date and time of delivery of the deed is sometimes referred to herein as the "Closing" or the "Closing Date." Notwithstanding the foregoing, Seller agrees that the purchase funds may be held in escrow following the Closing for a reasonable period of time until the deed can be recorded in the appropriate land registration office.

6. CONDITION OF PREMISES AT CLOSING:

A. At the time of the Closing, the Premises: (i) shall be delivered free of all tenants and occupants (ii) shall be in the same condition as they now are, reasonable use and wear thereof excepted; (iii) shall be in compliance with all applicable federal, state and local statutes, ordinances, bylaws, codes, rules and regulations; (iv) shall be at least as sightly a condition as they are now; and (v) not in violation of any restrictive covenant, agreement or other instrument of record affecting the Premises.

B. If prior to the Closing Date, the Premises shall be (i) damaged by fire or other casualty, (ii) be subject to an eminent domain taking, or (iii) there shall be discovered a defect in

title which cannot reasonably be expected to be cured by the Closing Date, then, at the Buyer's option, the Deposit, together with any interest thereon, shall be forthwith refunded to the Buyer, and all the obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto.

C. Buyer shall be entitled to an inspection of the Premises within the ten-day period prior to the Closing Date to determine whether the condition thereof reasonably complies with the terms of this Agreement.

7. EXTENSION OF TIME:

If Seller shall be unable on the Closing Date to deliver title or to make conveyance or to deliver possession of the Premises, all as herein stipulated, or if on the Closing Date the Premises do not conform with the provisions hereof, or if any warranty or representation herein set forth is not true and correct as of the Closing Date, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform, or to correct any untrue warranty or representation, as the case may be, in which event the time for performance shall be extended for a period to be designated by Buyer in writing, but not to exceed sixty (60) days; provided, however, Seller shall not be required to spend in excess of Fifty Thousand Dollars ($50,000) in using such reasonable efforts as required by this Section 7 with respect to the Premises.

8. FAILURE OF TITLE OR CONDITION:

If at the expiration of the extended time provided in Section 7 above Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at Buyer's election, exercisable by written notice to Seller, this Agreement shall be canceled and void and the Deposit (together with all interest thereon) returned to Buyer, and neither party shall have any further liability hereunder.

9. BUYER'S RIGHT TO CLOSE NOTWITHSTANDING DEFECTS:

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises in their then condition and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against or be the subject of a partial eminent domain taking, then Seller shall, unless Seller has previously restored the Premises to their former condition, either:

(a) pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or eminent domain taking (together with any claims on account thereof or relating thereto), less any amounts reasonably expended by Seller for any partial restoration, or

(b) if a holder of a mortgage on the Premises shall not permit the insurance or eminent domain proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to Buyer a credit against the Purchase Price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonable expended by Seller for any partial restoration.

10. USE OF PURCHASE PRICE TO CLEAR TITLE:

To enable Seller to make conveyance as herein provided, Seller shall (if not paid prior to the Closing Date), at the time of delivery of the deed, use the Purchase Price, or any part thereof, to obtain the instruments necessary to clear title of any or all encumbrances or interests which are to be discharged, removed or eliminated by Seller in accordance with the terms hereof, and all required instruments are to be recorded by and at the expense of Seller simultaneously with the deed.

11. INSURANCE:

A. Seller agrees to maintain or cause to be maintained its (i) commercial property insurance and (ii) commercial general liability insurance, with respect to the Premises through the Closing Date, including any extensions thereof, and to bear the risk of loss or damage to the Premises through the Closing Date. Such insurance is in the amount of that required by the Seller's insurance carrier. In addition, Seller shall cause its insurer to name the Buyer as an additional insured on each such policy provided for in this Section 11.A.

B. Buyer, at Buyer's sole expense, shall maintain or cause to be maintained through the Closing Date, the following insurance coverage: (1) employer's liability insurance in the amount of $500,000 per accident/$500,000 per policy/$500,000 per employee (if applicable), and (2) commercial general liability insurance with minimum limits of liability of $1,000,000 per occurrence and a $2,000,000 general policy aggregate. With respect to any activities relating to Buyer's permitted access and inspection with respect to the Premises, Buyer's shall cause any such sub consultant to carry Pollution Liability coverage with limits of $1,000,000 per project. The Buyer shall cause all subcontractors performing any such inspections at the Premises to maintain at least the same minimum policy limits as Buyer. Buyer shall cause all Buyer's sub consultants to name the Seller as an additional insured on its policies.

12. CLOSING COSTS:

The following items shall be adjusted at Closing and the net amount thereof shall be added to, or deducted from, the Purchase Price as the case may be:

A. Real estate taxes shall be adjusted on a per diem basis, calculated by diving the yearly tax payment by 365 (or 366 if applicable). If the amount of taxes assessed against the Premises is not known at the Closing, then the taxes shall be apportioned on the basis of the

taxes (as abated, if applicable) assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; provided that if the parties can estimate an amount which is likely to be more accurate than the preceding year's taxes, then such estimated amount shall be used as the basis for the tentative apportionment (subject to reapportionment as aforesaid). If taxes apportioned at the Closing shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable costs of obtaining the same (including reasonable attorneys' fees) shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this paragraph shall survive delivery of the deed.

B. Real estate transfer taxes shall be paid by Seller. Any gains taxes, income taxes or other taxes incident upon the conveyance of the Premises shall be paid by Seller in accordance with applicable law.

C. Any recording fees as to the deed and the release of existing encumbrances shall be paid for by Seller. All recording costs as to mortgages and related encumbrances granted by Buyer at Closing and the title insurance premium shall be paid by Buyer. Each party shall pay its own attorney's fees.

13. BROKERS; COMMISSIONS:

14. DEPOSIT; ESCROW AGENT; LIQUIDATED DAMAGES:

A. All Deposits paid pursuant to the RFP prior to the Closing shall be held in escrow by Seller (the "Escrow Agent"), subject to the terms of the Agreement and shall be duly accounted for at the Closing. Accrued interest on any deposits, if any, shall be paid or credited to Buyer, unless Buyer defaults hereunder, in which event such interest shall be paid to Seller.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

(i) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

(ii) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(iii) The Escrow Agent shall be entitled to rely, and shall not be subject to any liability in acting in reliance, upon any writing furnished to the Escrow Agent by either Buyer or Seller and shall be entitled to treat as genuine and as the document it purports to be, any letter,

paper or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

(iv) In the event of any disagreement between Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings), or (ii) by a mediator selected by mutual agreement of the parties in the event that Buyer and Seller determine to submit the dispute to an alternative means of resolution, and in such event the Escrow Agent shall abide by the decision of such mediator and shall not be or become liable to any party herein for reason of abiding by the same.

(v) Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way paid or incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of its role as escrow agent, Buyer and Seller share and pay equally any fee of Escrow Agent for escrow services hereunder.

C. If Buyer shall fail to perform Buyer's obligations hereunder, the Deposit shall be retained by the Seller as liquidated damages, which shall be Seller's sole remedy against Buyer either at law or in equity. In the event that the Closing does not occur and a dispute arises as to who is entitled to receive the Deposit, the Escrow Agent shall not release the funds held in escrow until such dispute has been resolved by mutual agreement of Buyer and Seller or in a final judgment of a court of competent jurisdiction.

15. CLOSING DOCUMENTS:

At the Closing, Seller shall deliver to Buyer the following duly executed (and notarized) documents or instruments (the "Closing Documents"):

(a) Deed to the Premises in accordance with the provisions of Section 3 of this Agreement.

(b) Bill of Sale transferring the Personal Property to the Buyer.

(c) An affidavit in the form customarily required by Buyer's title insurer for the purposes of deleting from the owner's and lender's title policies the standard exceptions for parties in possession and mechanics' liens.

(d) An affidavit establishing that Seller is not a foreign person as defined in I.R.S. Code Section 1445 (and the regulations promulgated thereunder) in the form recommended by the Internal Revenue Service for the purpose of

establishing that the withholding requirements of said Section 1445 do not apply to this transaction.

(e) Any forms required to comply with Internal Revenue Service reporting requirements.

(f) Originals of all plans, permits, licenses and guarantees pertaining to the Premises, to the extent the same are within Seller's possession or control.

(g) An assignment, assigning, transferring and setting over to Buyer any rights against, or guaranties or warranties by, third parties with respect to the buildings or improvements on the Premises or the furnishing or installation of equipment or machinery therein, including but not limited to heating plants, air conditioning units, hot water heaters, sprinkler systems, alarm systems, windows, doors, roofs or other items of the same or different nature.

(h) All other instruments which may be reasonably necessary to evidence Buyer has become the record owner of title to the Premises, in accordance with the requirements of Section 3.

(i) Any other documents reasonably required by Buyer's lenders, equity investors, and/or or its counsel.

(j) Authority documents, as required by the applicable Registry of Deeds/Land Court, Buyer's title insurer, Buyer's lender, equity investors, and its counsel evidencing Seller's authority to convey the Premises to Buyer.

(k) Any other documents reasonably required to be delivered at Closing pursuant to this Agreement.

16. CONDITIONS TO BUYER'S OBLIGATIONS:

A. Inspection. Buyer and Buyer's agents, employees, representatives, contractors, architects, engineers, consultants, appraisers, lenders and designers shall have access to the Premises for the purpose of inspections, investigations, appraisals, title, surveys, environmental inspections, architectural inspections and tests as Buyer, in its sole discretion, elects to conduct until the Closing (the "Inspection Period"). Buyer shall notify Seller at least twenty-four (24) hours in advance of its entry onto the Premises to conduct any such inspections, studies or tests. Any such inspections, studies or tests shall be carried out by Buyer at its sole cost and expense. In the event that results of any such inspections, investigations, appraisals, surveys and tests are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said option. In the event the Buyer elects to terminate this Agreement, then Buyer shall, to the extent permitted by applicable contract, assign to Seller, within thirty (30) days of any such termination notice, any diligence materials obtained by Buyer during the Inspection Period. During the

course of this transaction, there shall be made available to Buyer such financial statements and other information as Buyer may reasonably request from Seller with respect to the transactions contemplated hereby and which are in Seller's possession.

B. Financing. Buyer shall use commercially reasonable efforts to obtain financing and/or subsidies from (i) the Massachusetts Housing Finance Agency ("MassHousing"), (ii) the Department of Housing and Community Development ("DHCD"), (iii) the Seller in a combination of HOME, Community Preservation Act ("CPA") funds, Affordable Housing Trust funding, the Massachusetts Historical Commission in Massachusetts Rehabilitation Tax Credits ("MRTC"), the National Park Service Federal Rehabilitation Tax Credits ("FRTC") (the "Financing"). If the Buyer shall not have obtained such Financing on or before the Closing Date, or the extended Closing Date as referred to in Section 22.B below, then Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of such election.

C. Hazardous Waste. Buyer's obligations hereunder are contingent upon Buyer's obtaining, at Buyer's sole cost and expense, an oil and hazardous materials site assessment report from a qualified engineer. In the event that the report obtained by Buyer indicates that there has been such a release or threat of release of oil or other hazardous materials or presence of asbestos or asbestos containing material, that shall deem the Proposed Project financially, or otherwise infeasible, then Buyer, in its sole discretion, shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said election.

D. Permits and Approvals. Buyer's obligations hereunder are contingent upon Buyer satisfying itself at or before the end of the Inspection Period, that all licenses, permits, consents, authorizations, and approvals (including, without limitation, environmental permits and approvals, and zoning variances, exceptions and special permits) (collectively, the "Approvals") which Buyer reasonably deems necessary or desirable in order to use the Premises as a workforce and affordable multi-unit housing development have been issued or granted. In addition, Buyer's obligations are contingent upon Buyer receiving all necessary consents and approvals from HUD, MassHousing and any other local, state or federal agency or authority having jurisdiction over the Premises of the Seller for the transfer of the Premises to Buyer. It is understood that any reference to the Approvals in this Agreement shall refer to Approvals for which all applicable periods of appeal have expired with no appeals having been filed. If Buyer is unable to determine that all such Approvals have been granted and the above referenced consents are granted, which are satisfactory to Buyer in all respects, by such date, then Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said election, without liability to either party hereto.

E. Survey. Buyer's obligations shall be contingent upon Buyer obtaining, an ALTA/ACSM survey of the Premises, the results of which shall be satisfactory to Buyer in its sole discretion. In the event that such survey is unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall have the right, at Buyer's election, to terminate this Agreement effective upon notice to Seller of the exercise of said option, without liability to either party.

F. Further Conditions to Closing. Buyer's obligations hereunder are further conditioned upon the following:

(a) As a good faith offer to the Seller, Buyer shall reduce its allowable DHCD development fee by Twenty-Five Thousand Dollars ($25,000) with respect to phase 1 of the Proposed Project and by Seventy-Five Thousand Dollars ($75,000) with respect to phase 2 of the Proposed Project.

G. Buyer's Option to Terminate Agreement. In the event that Buyer elects to terminate this Agreement in accordance with the provisions of this Section 16, then the Deposit shall be forthwith refunded to Buyer, together with any interest earned thereon, and the parties hereto shall have no further recourse or obligations to the other.

17. CONDITIONS TO SELLER'S OBLIGATIONS

A. Seller Financing Contribution. Buyer and Seller's obligations are contingent upon Seller providing a loan at Closing to the Buyer in the minimum sum of Two Hundred Fifty Thousand Dollars ($250,000) in CPA funds (the "CPA Funds Loan"). Seller further agrees to loan an annual amount of Thirty Thousand Dollars ($30,000) in CPA funds to the Proposed Project ("CPA Debt Service Funds"). The CPA Debt Service Funds shall be provided annually, from and after the date of Closing, to the Proposed Project for a minimum term of fifteen (15) years from the date of Closing. The CPA Debt Service Funds shall be utilized by Buyer to leverage additional first mortgage debt for the Proposed Project. The Seller and Buyer acknowledge that the CPA Funds Loan and the CPA Debt Service Funds shall be allocated and made available subject to the approval of the Bridgewater Community Preservation Committee and Town Council. The Seller's obligations pursuant to this Section 17.A shall survive Closing.

18. WARRANTIES AND REPRESENTATIONS:

Seller makes the following warranties and representations as of the date hereof and as of the Closing Date, which warranties and representations shall survive the Closing:

A. There are no contracts, agreements or licenses, written or oral, affecting the ownership or operation of the Premises that will survive the Closing.

B. No work shall have been done on the Premises as of the Closing which could give rise to any liens under applicable law.

C. Seller has not received any notice claiming or asserting that the Premises are in violation of any law, ordinance, rule, regulation or requirement including without limitation those pertaining to zoning, building, rent control, historic preservation, health, safety or environmental matters, of the municipal, county, state or federal government having jurisdiction over the Premises and, to the best of Seller's knowledge, there are not such violations.

D. To the best of Seller's actual knowledge, there is no threatened or pending litigation, administrative proceedings, or claim involving the Premises or any adjoining property that would have a material adverse effect on the value of the Premises, and, to the best of Seller's

knowledge, there are no facts or circumstances which could give rise to such litigation, administrative proceeding or claim.

E. Seller has received no written notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the Premises, none has occurred, and Seller has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under consideration.

F. To the best of Seller's knowledge, there is no oil or hazardous waste, hazardous materials or substances hazardous to human health (such as asbestos and urea formaldehyde insulation) on the Premises.

G. All documents and information delivered by Seller to Buyer, are true, correct and complete as of the date delivered and will continue to be true and correct as of the Closing Date.

H. The Premises are subject to no leases or rights of occupancy.

I. Seller has good title to the Premises and no other parties are required to execute this Agreement in order to bind all presently held fee interests in the Premises. The Premises are subject only to those encumbrances permitted by Section 3 of this Agreement as well as monetary encumbrances which will be discharged in accordance with Section 10. No party holds a right of first refusal, first offer or similar right with respect to the Premises.

J. Seller has taken all steps required by law to sell and convey the Premises to Buyer, including, without limitation, votes of the appropriate boards determining the Premises to be surplus and not needed for educational purposes, and votes of the Town Council authorizing the Town Manager, on behalf of the Seller, to sell and convey the Premises on the terms contained in this Agreement and that said votes are valid and now in full force and effect.

K. Seller is not and will not be in default in the payment of any bills or other obligations respecting the Premises, including without limitation any public utility bills.

L. Seller is a duly organized validly existing municipal corporation in good standing under the laws of the Commonwealth of Massachusetts and has all requisite power and authority to enter into and perform the Seller's obligations under this Agreement.

With respect to the foregoing warranties and representations, it shall be a condition of Buyer's obligation to consummate the transaction herein provided for that all of the warranties and representations of Seller herein contained shall be true at the time the same are made and upon the Closing Date. Seller shall promptly notify Buyer if Seller becomes aware of any facts that would render any of the foregoing warranties and representations materially inaccurate in any respect. To the extent permissible under applicable law, Seller agrees to indemnify Buyer against and hold Buyer harmless from any loss, damage, cost (including, without limitation, attorneys' fees) or liability which Buyer may incur (i) with respect to any matter in connection with the Premises which arose prior to the Closing Date or (ii) as a consequence of Seller's breach of any of the foregoing warranties and representations, this indemnification obligation shall survive the Closing.

19. HAZARDOUS MATERIALS.

(a) Seller represents and warrants, to the best of its knowledge, that: (i) the Premises and any improvements thereon or any part thereof have never been used as a sanitary landfill, waste dump site or for the treatment, storage or disposal of Hazardous Materials; (ii) no underground tanks (or piping) are or have been present on the Premises or adjacent property during or prior to Seller's ownership of the Premises; (iii) no Release of Hazardous Materials has occurred from or upon the Premises; (iv) the Premises and the improvements thereon do not contain any Hazardous Materials; and (v) Seller has delivered to Buyer all reports, assessments and studies in Seller's possession which relate to the environmental condition of the Premises. The term "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA. "CERCLA" and "Hazardous Materials" are defined in paragraph (c) below.

(b) In addition to the rights granted to Buyer under Section 6(c) above, Seller hereby authorizes Buyer, and Buyer's agents, servants and employees to go upon the Premises at any time and from time to time after the date hereof for the purposes of testing the Premises for the presence of Hazardous Materials and making soil boring tests, compacting tests, water table tests and soil porosity tests, and other various chemical and engineering tests to determine whether the Premises are suitable (without the incurring of unusual expense) for the construction of the Proposed Project and such other topographical and engineering surveys, and other tests, surveys and studies as Buyer may deem necessary or desirable in connection with any of the matters contemplated by this Agreement. All tests performed pursuant to the provisions of this Section 19(b) shall be at Buyer's sole cost and expense. Buyer shall enter onto the Premises only after reasonable advance notice to Seller. After completing such tests, Buyer shall restore the Premises to such condition as it was in prior to the commencement of such tests, reasonable and ordinary wear and tear and damage by unavoidable casualty excepted. Further, Buyer agrees to keep the Premises free of mechanics' liens in connection with such tests. If Buyer is not satisfied with the results of any of such tests, in Buyer's sole, subjective discretion, then, Buyer may elect by notice to Seller to terminate this Agreement, in which event this Agreement shall become null and void without recourse to the parties hereto and all Deposits, together with any interest thereon, shall be returned to the Buyer.

(c) "Hazardous Material" means hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response,

Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"); oil and petroleum products and by-products and natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel, urea formaldehyde foam insulation, and chlorofluorocarbons; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. § 136 et seq.; asbestos, polychlorinated biphenyl, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; chemicals subject to the Occupational Safety and Health Standards, Hazard Communication, 29 C.F.R. § 1910.1200, as amended; source material, special nuclear, by-product materials, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011 et seq.; or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. § 10101 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conversation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.; and any other federal, state, regional, county, municipal, and other local laws, regulations, and ordinances, including without limitation Massachusetts General Laws Chapters 21C and 21E.

(d) To the extent permissible under applicable law, Seller agrees to, and does hereby, indemnify, defend, save and hold harmless Buyer, its successors and assigns, of, from and against any and all claims, demands, losses, expenses, actions and causes of action, damages and liabilities of whatsoever kind or nature that Buyer may occur or suffer, which arise, result from or relate to the subject matter of Seller's representation in Section 19(a) existing as of the Closing Date which are known to Seller but which Seller has not disclosed to Buyer and which are not revealed by Buyer's inspections of the Premises. This indemnification shall survive delivery of the Deed. Notwithstanding anything in this Agreement to the contrary, Buyer shall in no event be deemed to have assumed any responsibility or liability for any environmental condition for which Seller is legally responsible under any local, state or federal law, rule or regulation.

20. NOTICES:

All notices permitted or required to be given hereunder (other than notices indicating a request for access to the Premises, which may be sent via e-mail) shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested, or hand delivered, or by Federal Express or other reputable overnight mail service, addressed as follows:

If to Seller:	Town of Bridgewater Municipal Office Building 66 Central Square Bridgewater, MA 02324 Attention: Michael Dutton, Town Manager
with a copy in like manner to:	Town of Bridgewater Municipal Office Building 66 Central Square Bridgewater, MA 02324 Attention: Jason Rawlins, Town Solicitor
If to Buyer:	MPZ Development LLC 313 Eliot Street Milton, MA 02186 Attention: Matt Zahler and Capstone Communities Development LLC 1155 Walnut Street #31 Newton Highlands, MA 02461 Attention: Jason Korb
with a copy in like manner to:	Nixon Peabody, LLP 100 Summer Street Boston, Massachusetts 02110 Attention: Paul E. Bouton, P.C.

or to such other address or addresses as the parties may designate from time to time by notice given in accordance with this section. Any such notice shall be deemed given on the date of such mailing, hand delivery, or delivery to the overnight mail service, as the case may be.

21. SUBMISSION OF DRAFT:

The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or to sell the Premises, it being understood and agreed that neither Buyer nor Seller shall be legally obligated with respect to a purchase or sale of the Premises unless and until this Agreement has been executed by both Buyer and Seller and a fully executed copy has been delivered to each.

22. MISCELLANEOUS AGREEMENTS.

A. The parties shall cooperate with each other and furnish each other with all necessary information needed to apply for and obtain the financing, tax credits and Approvals, and Seller shall execute whatever instruments are necessary and take whatever action is necessary to enable Buyer to obtain such financing, tax credits and Approvals.

B. Buyer will be incurring significant fees and expenses, in connection with the transaction contemplated by this Agreement. In consideration of the foregoing, and as an inducement to Buyer to do so, Seller hereby agrees to use its best efforts to obtain any consents and approvals referred to herein, and to satisfy and cause other parties to satisfy the terms and conditions of this Agreement on the others part to be performed. Buyer shall work with Seller in good faith to further develop and amend the Proposed Project based on reasonable feedback from the Seller, its boards and committees, community organizations, and its citizens, so long as such feedback does not cause the Proposed Project to become financially infeasible. The undersigned agree to cooperate fully with each other in connection with fulfilling the terms and conditions of this Agreement. In the event that any of the terms and conditions of this Agreement are not satisfied by the Closing Date or any such earlier date as is set forth in this Agreement, then, Buyer shall have the right, so long as Buyer is diligently seeking financing and Approvals, to extend the Closing Date for two additional one year (1) periods.

C. Buyer may assign its rights under this Agreement to a single purpose entity or entities controlled by, controlling or under common control with Buyer, provided that Buyer notifies Seller of such assignment, and provided further that, in such event, Buyer shall continue to be primarily liable for all obligations of Buyer under this Agreement notwithstanding such assignment until the Closing is consummated. Any such assignee shall assume in writing all the obligations and liabilities of Buyer hereunder.

23. ENTIRE AGREEMENT; RULES OF CONSTRUCTION:

This instrument, executed in multiple counterparts, shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts; it sets forth the entire contract between the parties; merges all prior and contemporaneous agreements, understandings, warranties, or representations; shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only as set forth herein or by a written instrument executed by both Seller and Buyer. The captions and index notes are used only as a matter of convenience and are not be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement is the result of negotiations between the parties and shall not be deemed or construed as having been drafted by any one party.

EXECUTED as an instrument under seal as of the day and year first above written.

SELLER:

The Town of Bridgewater, a municipal corporation

By: _____
Michael Dutton, Town Manager

BUYER:

MPZ Development LLC, a Massachusetts limited liability company

By: _____
Mathieu Pierce Zahler
Managing Member

BUYER:

Capstone Communities Development LLC, a Massachusetts limited liability company

By: _____
Jason Korb
Managing Member

LIST OF EXHIBITS

Exhibit A - Description of Personal Property

EXHIBIT A

Description of Personal Property

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-033

Introduced By:	Town Manager
Date Introduced	March 27, 2018
First Reading:	March 27, 2018
Second Reading:	April 10, 2018
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-033

ACCEPTANCE OF GIFT – HOWARD 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 financial gift from Home for Aged Men in the City of Brockton, also known as the Howard Foundation to be expended by the Office of Elder Affairs.

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 $15,000.00 from the Home for Aged Men, also known as the Howard Foundation, to expend the gift in accordance with stated purpose thereof.

Explanation:

The Elder Affairs Director has requested and secured this additional funding assistance for senior programs. This foundation has continuously and generously supported various programs consistently over the last several years of which the Senior community is most grateful.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance Committee	• Meet 4/9/18. Will provide disposition upon receipt.
• Finance Committee	• Meet 4/9. Will provide disposition upon receipt.

ROLL CALL VOTE – REQUIRES MAJORITY OF THOSE PRESENT AND VOTING.

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Ordinance: D-FY18-006

Introduced By:	Councilor Dennis Gallagher
Date Introduced:	September 19, 2017
First Reading:	September 19, 2017
Second Reading:	April 10, 2018
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Proposed Ordinance D-FY18-006

ESTABLISH A SEARCH/REVIEW COMMITTEE

WHEREAS, In accordance with the provisions of Section _____ of the Bridgewater Home Rule Charter, it is therefore;

ORDERED, that the Town Council assembled votes to establish a "search or review" committee to participate in the job description, advertising, applicant screening, interviews and making a recommendation to the Town Manager. The committee will consist of: The Town Manager, Assistant Town Manager, a Councilor, 2 others, one appointed by the Town Council and one appointed by the Town Clerk.

The Committee will convene on all positions (department heads) that fall under the jurisdiction of the Town Manager in accordance with the administrative code.

Explanation:

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Rules & Procedures Committee	• 4/3/18: Vote 3-0 not to recommend.

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-034

Introduced By:	Town Manager *(at the request of the Finance Director)*
Date Introduced	April 10, 2018
First Reading:	April 10, 2018
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-034

ACCEPTANCE OF OTHER ONE TIME REVENUE FOR SPECIAL PURPOSE

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 or mitigation revenues to fund one-time and/or unforeseen expenditures, and;

WHEREAS: The Town of Bridgewater has received a $109,799.50 mitigation payment for minor modification from Long Built Homes for the Bridgewater Preserve Curbing and Project Phasing.

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the payment of $109,799.50 from Long Built Homes to appropriate and reserve in accordance with stated purpose thereof.

Explanation:
This payment will be used in accordance with the Planning Board, CED Director, and Highway Superintendent, to specifically address the Cherry Street and Bridgewater Preserve roadway improvements as per the original plan approval process.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•

NOT FOR ACTION – FIRST READING ONLY

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-035

Introduced By:	Town Manager *(at the request of the Finance Director)*
Date Introduced	April 10, 2018
First Reading:	April 10, 2018
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-035

ACCEPTANCE OF OTHER ONE TIME REVENUE FOR SPECIAL PURPOSE – BRIDGEWATER HOMES, LLC

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 or mitigation revenue to fund one-time and/or unforeseen expenditures, or take any other action relative thereto and

WHEREAS: The Town of Bridgewater has received a $7,000 payment as required under the Comprehensive Permit issued to Bridgewater Homes, LLC (or its predecessor) to offset the cost of planning for the production of affordable housing in the Town of Bridgewater;

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the payment of $7,000 from Bridgewater Homes, LLC to appropriate and reserve in accordance with stated purpose thereof.

Explanation:

This payment will be used in accordance with the Zoning Board of Appeals condition #36 –"that a donation shall be made… in the amount of $14,000, $7,000 of which shall be paid to the issuance of the 10th certificate of occupancy and $7,000 of which shall be paid prior to the issuance of the 25th certificate of occupancy." Said donation shall be used for the purpose of enabling the Town to draft and adopt a plan for the production of affordable housing and/or for the development of affordable housing.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•

NOT FOR ACTION – FIRST READING ONLY

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-036

Introduced By:	Town Manager *(at the request of the Town Clerk)*
Date Introduced	April 10, 2018
First Reading:	April 10, 2018
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-036

TOWN OF BRIDGEWATER CHANGE OF VOTING EQUIPMENT

ORDERED, Pursuant to Massachusetts General Laws, Chapter 54, sec. 34 (Use of Voting Machines by Cities and Towns) the Town of Bridgewater hereby discontinues the use of Accu-Vote OS Vote Tabulators voting machines and adopts the use of the Image Cast Precinct Tabulators commencing at the September 4, 2018 State Primary.

Explanation:
It is required that the Town Council vote to authorize the change in voting equipment pursuant to MGL Chapter 54, Section 34.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•

NOT FOR ACTION – FIRST READING ONLY

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-037

Introduced By:	Town Manager
Date Introduced:	April 10, 2018
First Reading:	April 10, 2018
Second Reading:	
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Proposed Order O-FY18-037

CPC TRANSFER – PRESERVATION ASSESSMENT OF TWO OLD BRIDGEWATER HISTORICAL SOCIETY BUILDINGS

WHEREAS: A proposal to conduct professional preservation assessments of its historic collections and of both its historic structures: the Memorial Building, constructed c. 1900 and located at 162 Howard Street, West Bridgewater; and the Keith Parsonage, originally constructed in 1663 and inhabited by the Reverend James Keith in 1664, located at 199 River Street in West Bridgewater has been submitted and recommended by the Community Preservation Committee.

ORDERED, pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council vote to appropriate as required by Massachusetts General Laws, chapter 44B, and to meet this appropriation, transfer the sum of $20,000 from the Community Preservation Fund (Historic Preservation) and that the Town Manager is authorized to take any other action necessary or relative thereto to complete this project.

Explanation: Funds for assessment will allow for the study and reporting on both of OBHS's historic buildings and building systems, the storage conditions of the diverse collections housed in the Memorial Building, and the policies and procedures relating to collections care. The assessment involves a site visit by a professionally trained historic building assessor and a professionally trained collections assessor. After their visit comprehensive reports will be created that will outline the recommendations for improvements needed for the buildings and for collection care tailored specifically to the two buildings.

NOT FOR ACTION – FIRST READING ONLY

Bridgewater Town Council

In Town Council, Tuesday, April 10, 2018

Council Order: O-FY18-038

Introduced By:	Town Manager *(at the request of the Finance Director)*
Date Introduced	April 10, 2018
First Reading:	April 10, 2018
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY18-038

SEWER ENTERPRISE TRANSFERS – CAPITAL SPECIAL PURPOSE TRANSFERS

ORDERED, pursuant to Section 6-4 of the of the Bridgewater Home Rule Charter, that the Town Council assembled vote to appropriate and transfer the sum of **$300,000**

- from SWR Reserved Special Purpose -Capital account# **6100-358000**
- to SWR ROTATING BIOLOGICAL CONTACTOR (RBC) account# **61105-583003**

Explanation:
Emergency Replacement of RBC#1 and RBC#8 – Original Equipment installed in 1988 and repairs are not feasible due to the cost and age. Replacement is in the SWR Capital Plan for FY2019, however is necessary to replace now. Once these two units replaced, total of 11 out of 14 are completed and the remaining three units are scheduled for replacement next fall. The engineers believe that this same treatment process will continue to be used for the new facility.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•

NOT FOR ACTION – FIRST READING ONLY