

BRIDGEWATER TOWN COUNCIL

Tuesday, May 22, 2018

7:30 p.m.

Academy Building

66 Central Square

Council Chamber, Room 203

Bridgewater MA

MEETING AGENDA

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- a) May 8, 2018

B. ANNOUNCEMENTS FROM THE PRESIDENT

C. PROCLAMATIONS

D. CITIZEN OPEN FORUM

E. APPOINTMENTS - None

F. HEARINGS

- a) **7:40 p.m. HEARING:** FY2019 Annual Town Budget

G. LICENSE TRANSACTIONS

- a) Petition P-2018-007: Change of Hours for Farmers Series Pouring License – Black Hat Brew Works, LLC

H. PRESENTATIONS

I. TOWN MANAGER'S REPORT

J. DISCUSSIONS

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION

- a) Order O-FY18-032: Purchase and Sale Agreement – McElwain Property

At their meeting held 5/7/18, the Budget & Finance Committee voted 3-0 to recommend approval. The Finance Committee voted 5-0 to approve at their meeting held 5/14/18.

- b) **FY2019 Budget Orders:**

At their meeting held 5/7/18, the Budget & Finance Committee and Finance Committee voted 3-0 and 5-0 respectively to recommend approval of the following FY2019 Budget Orders:

1. Order O-FY19-001: Budget Order – FY19 Annual Town Budget
2. Order O-FY19-002: Budget Order – FY19 Sewer Enterprise Fund Budget
3. Order O-FY19-003: Budget Order – FY19 Water Enterprise Fund Budget
4. Order O-FY19-004: Budget Order – FY19 Transfer Station Enterprise Fund Budget
5. Order O-FY19-005: Budget Order – FY19 OSLGC Enterprise Fund Budget
6. Order O-FY19-006: Authorization of Revolving Funds

M. OLD BUSINESS - None

N. NEW BUSINESS

- a) Order O-FY18-040: Amend/Replace Order O-2012-038 – Free Cash Policy (*Councilor William Wood*)
- b) Order O-FY18-041: Transfer Order - Employee Sick Leave Buy-Back (SLBB) Liability Transfers (*Town Manager*)
- c) Order O-FY18-042: Transfer Order – General Fund Transfer of Non-Recurring Revenue to Capital (*Town Manager*)
- d) Order O-FY18-043: Transfer Order – Other Capital Transfers (*Town Manager*)
- e) Ordinance D-FY18-016: General Ordinance – Amend Administrative Code – Zoning Board of Appeals Membership (*Councilor Sousa*)
- f) Ordinance D-FY18-017: Zoning Ordinance – Amend Zoning Bylaw 11.10 Zoning Board of Appeals Membership (*Councilor Sousa*)

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TOWN CLERKS OFFICE
BRIDGEWATER, MA.
2018 MAY 18 AM 11:53

- g) Ordinance D-FY18-018: Zoning Ordinance – Amend Zoning Bylaw 7.4 Signs (*Councilor Sousa*)
- O. CITIZEN COMMENTS
- P. COUNCIL COMMENTS
- Q. EXECUTIVE SESSION
- R. ADJOURNMENT

About 240 people and 90 pets spent Saturday night at shelters, the American Red Cross said.

A summary of the Town Manager's Budget follows.

FY19 Adjusted Levy Limit

State Aid

Local Receipts

Total OFS

TOTAL ESTIMATED REVENUES

$$\begin{array}{r} 43,763,126 \\ 4,244,072 \\ 5,123,323 \\ \underline{2,645,596} \\ \$ 55,776,117 \end{array}$$

FY19 PROPOSED APPROPRIATIONS

General Government

Public Safe

School Assessments

Public Works Departments

Health & Human Services

Culture & Recreation

Debt

Benefits & Insurance

Gas & Oil

TOTAL PROPOSED APPROPRIATIONS

\$ 55,776,117

GERRY'S
Farm

810 PLEASANT ST., BROCKTON

MOTHERS DAY PLANTS

Hanging Flowering Plants

Geraniums

Annals - Perennials

Vegetable and Herb Plants

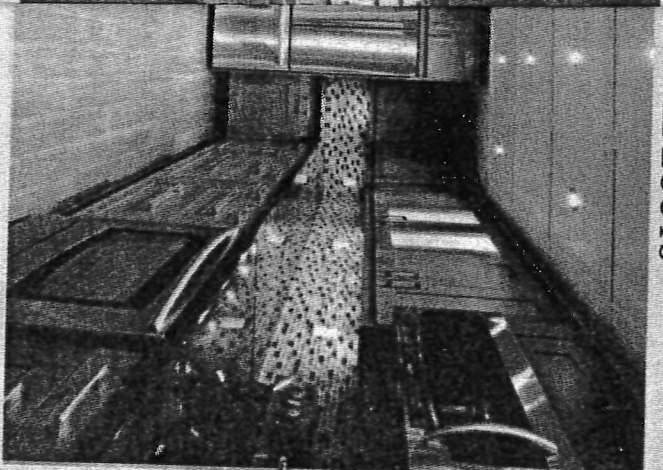
Flower Plant
Containers
Filled

Open Daily

JF2006031112/001

LEGAL NOTICES	
TOWN OF BRIDGEWATER NOTICE OF PUBLIC HEARING FISCAL YEAR 2019 BUDGET	
INCLUDES MUNICIPAL AND SCHOOL BUDGETS	
Pursuant to Section 6-3 of the Bridgewater Home Rule Charter, notice is hereby given that the Bridgewater Town Council will receive public input on the proposed FY19 Town Budget on Tuesday, May 22, 2018 beginning at 7:40 PM in the Academy Building, Council Chambers, 66 Central Square, Bridgewater, MA 02324. A copy of the full budget proposal may be viewed on the town's website (www.bridgewaterma.org) or in the Town Manager's Office in the Academy Building during business hours.	
A summary of the Town Manager's Budget follows.	
FY19 ESTIMATED REVENUES	
FY19 Adjusted Levy Limit	43,763,126
State Aid	4,244,072
Local Receipts	5,123,323
Total OFS	<u>2,645,596</u>
TOTAL ESTIMATED REVENUES	\$ 55,776,117
FY19 PROPOSED APPROPRIATIONS	
General Government	2,813,936
Public Safety	11,722,891
School Assessments	31,042,154
Public Works Departments	1,472,588
Health & Human Services	485,228
Culture & Recreation	630,860
Debt	974,235
Benefits & Insurance	6,514,225
Gas & Oil	120,000
TOTAL PROPOSED APPROPRIATIONS	\$ 55,776,117

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THE GLIDEOUTS**



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\$500 OFF
Your Kitchen Project

In-Home Consultation

7-910-3845

HIC License #165040

Limit one offer per household.
Cannot be combined with other offers.

6. So, uh, how much influence do presidents have over the economy, anyway? It sounds like not very much.



1. What's the big picture? Have we seen a change under Trump?

**Please include
your home
address and**

ber, Trooper Ryan Sceviour alleged top commanders forced him to al-



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Petition: P-2018-007

Date Introduced/Public Hearing: May 22, 2018

Date Adopted:

Date Effective:

Relative to:

CHANGE OF HOURS FOR FARMERS SERIES POURING LICENSE

BLACK HAT BREW WORKS, LLC

Whereas, the Black Hat Brew Works, LLC dba Black Hat Brew Works has submitted the applicable documentation required to obtain an extension of hours for their farmer series pouring permit for their Farmer's Brewery located at 25 Scotland Blvd, Unit 1, Bridgewater, MA; and,

Whereas, Black Hat Brew Works, LLC has complied with the requirements of the Town of Bridgewater and applicable state laws inclusive of the Building Code, Fire Codes, etc; and,

Whereas, Black Hat Brew Works LLC has obtained federal and state approval to operate a Farmer's Brewery at this location.

Whereas, Black Hat Brew Works, LLC has voted to extend their operating hours to Monday to Saturday 10AM to 10PM and Sundays 10AM to 8PM

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 and Police Departments who have oversight authority, it appears that the public good so requires such request be granted; and,

The Town Council for the Town of Bridgewater, Massachusetts, pursuant to Chapter 138, section 19b(n) and 12 of the Massachusetts General Law (M.G.L.) in Town Council assembled to approve the petition of the Black Hat Brew Works, LLC dba Black Hat Brew Works be granted an extension of hours for their farmer series pouring permit.



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY18-032

Introduced By: Town Manager
Date Introduced: March 27, 2018
First Reading: March 27, 2018
Second Reading: May 22, 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 • Finance Committee	• 5/7/18: Vote 3-0 Recommend Approval. • 5/14/18: Vote 5-0 approve.

PURCHASE AND SALE AGREEMENT

FOR

McELWAIN SCHOOL
BRIDGEWATER, MASSACHUSETTS

1A. PARTIES:

This AGREEMENT is made as of the 25th day of April, 2018, 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 in one or two phases, and if in two phases, with approximately 16 units being constructed during phase 1, and 36 units being constructed during phase 2, and Buyer will make that decision prior to the Closing;

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 approximately 1.926 acres more or less, known as the McElwain School, and any easements or other rights appurtenant thereto (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 Six Hundred Forty-Five Thousand Dollars (\$645,000).

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 applied against the Purchase Price at the Closing; and

B. The balance of 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 April 26, 2021 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; and (iv) 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, subject to the Seller's extension of time set forth in Paragraph 7, herein, at the Buyer's option, the Deposit,

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 representation or warranty 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 representation or warranty, 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 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. 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 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. Buyer shall indemnify Seller against and hold Seller harmless from any loss, damage, cost (including, without limitation, attorneys' fees) or liability which Seller may incur in connection with Buyer conducting its physical inspections of the Premises pursuant to Section 16A of this Agreement.

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 dividing 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 release of existing encumbrances shall be paid for by Seller. All recording costs as to the deed, 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:

A. Buyer represents and warrants to Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to Seller as a result of any services or facilities of any real estate broker except Quinn Associates, 130 Liberty Street, Brockton, MA (the "Broker"). Buyer agrees to defend, hold harmless and indemnify Seller against and to hold Seller harmless from any cost (including, without limitation, attorneys' fees) or liability which Seller may incur as a consequence of any breach of the foregoing representation and warranty. Buyer shall negotiate the amount of the brokerage fee with the Broker and shall be solely and fully responsible for the payment of such fee to the Broker. The provisions of this paragraph shall survive delivery of the deed.

B. Seller represents and warrants to Buyer that Seller has not listed the Premises, entered into a brokerage agreement or otherwise dealt with any real estate broker except the Broker. Further, Seller agrees to defend, hold harmless and indemnify Buyer against and to hold Buyer harmless from any cost (including, without limitation, attorneys' fees) or liability which Buyer may incur as a consequence of Seller's having listed the property, entered into a brokerage agreement or otherwise dealt with any broker other than the Broker. The provisions of this paragraph shall survive delivery of the deed.

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.

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 or Buyer defaults hereunder, then Buyer shall, to the extent permitted by applicable contract, assign to Seller, within thirty (30) days of any such termination notice and without cost to Seller, any non-confidential diligence materials obtained by Buyer during the Inspection Period.

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. If the Proposed Project is done in one phase, Buyer will reduce its allowable development fee by One Hundred Thousand Dollars (\$100,000).

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 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 One Million Three Hundred Forty-Five Thousand Dollars (\$1,345,000) in CPA funds (the "CPA Funds Loan"). Seller and Buyer acknowledge that the CPA Funds Loan shall be allocated and made available subject to the approval of the Bridgewater Community Preservation Committee and Town Council; provided, however, that the Seller's obligations may be reduced in the event that unanticipated financing becomes available to the Buyer from other governmental sources such that there are excess development sources. Seller's obligations pursuant to this Section 17.A shall survive Closing.

18. REPRESENTATIONS AND WARRANTIES:

Seller makes the following representations and warranties as of the date hereof and as of the Closing Date, which representations and warranties 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 representations and warranties, it shall be a condition of Buyer's obligation to consummate the transaction herein provided for that all of the representations and warranties 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 representations and warranties materially inaccurate in any respect.

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 the Deposit 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 Conservation 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 representations and warranties in Section 19(a) existing as of the Closing Date. 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 three 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.

D. When applying for all required Approvals and all necessary consents and approvals from HUD, MassHousing and any other local, state or federal agency or authority having jurisdiction over the Premises, Buyer, or its heirs, successors, and assigns, shall submit plans that are substantially consistent with its "30B RFP Response – September 27, 2017, Bridgewater, MA, Presented by: Capstone Communities Development LLC and MPZ Development LLC." This provision shall survive the Closing.

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

None



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY19-001

Introduced By: Town Manager
Date Introduced: April 10, 2018
First Reading: April 10, 2018
Second Reading/Public Hearing: May 22, 2018
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY19-001

FY2019 ANNUAL TOWN BUDGET

Ordered that to provide for the payment of certain expenses of the Town for the fiscal year ending June 30, 2019;

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 **\$1,539,163**
- Title V the amount of **\$121,351**
- Enterprise Funds the amount of **\$375,872**
- Conservation Receipts Reserved the amount of **\$71,750**
- Entergy Grant Funds the amount of **\$85,000**
- Fire Salary Budget FY18 **\$384,893**
- Energy Funds the amount of **\$67,567**

For the operation of the Town and further that such appropriation in the sum of **\$55,776,117** be for personal services, general expenses, principal and interest, for such purposes, each department and group being considered a separate appropriation as shown below:

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance Committee • Finance Committee	• 5/7/18: Vote 3-0 recommend approval. • 5/7/18: Vote 5-0 approve.

Town of Bridgewater
Town Manager's FY2019 General Fund Operating Budget

DEPT#	DEPART DESCRIPTION	Group	GROUP DESCRIPTION	FY2019 Town Mgr Budget
111	TOWN COUNCIL	1.0	SALARIES/WAGES/BENEFITS	30,476.16
		2.0	EXPENSE	7,090.00
111 Total				37,566.16
123	TOWN MANAGER	1.0	SALARIES/WAGES/BENEFITS	313,481.60
		2.0	EXPENSE	41,628.00
123 Total				355,109.60
131	FINANCE COMMITTEE	1.0	SALARIES/WAGES/BENEFITS	2,000.00
		2.0	EXPENSE	900.00
131 Total				2,900.00
132	RESERVE FUND	2.0	EXPENSE	60,000.00
132 Total				60,000.00
135	ACCOUNTANT	1.0	SALARIES/WAGES/BENEFITS	317,041.60
		2.0	EXPENSE	49,100.00
135 Total				366,141.60
141	ASSESSORS	1.0	SALARIES/WAGES/BENEFITS	137,516.88
		2.0	EXPENSE	95,030.00
141 Total				232,546.88
145	TREASURER	1.0	SALARIES/WAGES/BENEFITS	379,488.86
		2.0	EXPENSE	45,872.00
145 Total				425,360.86
151	LAW	1.0	SALARIES/WAGES/BENEFITS	63,999.00
		2.0	EXPENSE	10,000.00
151 Total				73,999.00
155	INFORMATION TECHNOLOGY	1.0	SALARIES/WAGES/BENEFITS	103,925.11
		2.0	EXPENSE	293,374.63
155 Total				397,299.74
161	TOWN CLERK	1.0	SALARIES/WAGES/BENEFITS	180,563.55
		2.0	EXPENSE	51,523.00
161 Total				232,086.55
166	PARKING CLERK	1.0	SALARIES/WAGES/BENEFITS	15,375.00
		2.0	EXPENSE	750.00
166 Total				16,125.00
171	CONSERVATION	1.0	SALARIES/WAGES/BENEFITS	59,263.85
		2.0	EXPENSE	2,102.00
171 Total				61,365.85
175	PLANNING	1.0	SALARIES/WAGES/BENEFITS	190,003.22
		2.0	EXPENSE	4,585.00
175 Total				194,588.22
176	ZONING	1.0	SALARIES/WAGES/BENEFITS	25,284.44
		2.0	EXPENSE	500.00
176 Total				25,784.44
192	TOWN BUILDINGS	1.0	SALARIES/WAGES/BENEFITS	52,062.40
		2.0	EXPENSE	280,999.60
192 Total				333,062.00

Town of Bridgewater
Town Manager's FY2019 General Fund Operating Budget

DEPT#	DEPART DESCRIPTION	Group	GROUP DESCRIPTION	FY2019 Town Mgr Budget
210	POLICE	1.0	SALARIES/WAGES/BENEFITS	5,237,437.61
		2.0	EXPENSE	228,325.95
210 Total				5,465,763.56
	220 FIRE	1.0	SALARIES/WAGES/BENEFITS	5,447,088.89
		2.0	EXPENSE	330,737.50
220 Total				5,777,826.39
	240 INSPECTIONAL SERVICES	1.0	SALARIES/WAGES/BENEFITS	404,530.89
		2.0	EXPENSE	30,400.00
240 Total				434,930.89
	292 ANIMAL CONTROL	1.0	SALARIES/WAGES/BENEFITS	43,370.60
		2.0	EXPENSE	1,000.00
292 Total				44,370.60
	300 B/R RGNL DISTRICT B/R SCHOOL DEBT	2.0	EXPENSE	27,583,894.00
		7.1	DE: DEBT SERVICE	2,007,637.34
300 Total				29,591,531.34
	301 BRISTOL AGI TUITION	2.0	EXPENSE	96,893.00
301 Total				96,893.00
	302 BRISTOL PLYMOUTH TUITION	2.0	EXPENSE	1,299,078.00
302 Total				1,299,078.00
	303 NORFOLK CNTY AGI TRANS NORFOLK CNTY AGI	2.0	EXPENSE	32,366.00
		2.0	EXPENSE	22,286.00
303 Total				54,652.00
	410 TOWN ENGINEER	1.0	SALARIES/WAGES/BENEFITS	63,104.63
410 Total				63,104.63
	420 HIGHWAY DEPARTMENT	1.0	SALARIES/WAGES/BENEFITS	802,190.51
		2.0	EXPENSE	349,375.00
420 Total				1,151,565.51
	421 SNOW AND ICE	1.0	SALARIES/WAGES/BENEFITS	41,000.00
		2.0	EXPENSE	41,100.00
421 Total				82,100.00
	424 STREET LIGHTING	2.0	EXPENSE	175,818.00
424 Total				175,818.00
	510 HEALTH	1.0	SALARIES/WAGES/BENEFITS	134,927.22
		2.0	EXPENSE	18,434.00
510 Total				153,361.22
	541 COUNCIL ON AGING	1.0	SALARIES/WAGES/BENEFITS	176,263.91
		2.0	EXPENSE	3,150.00
541 Total				179,413.91
	543 VETERANS SERVICES	1.0	SALARIES/WAGES/BENEFITS	28,864.24
		2.0	EXPENSE	123,588.57
543 Total				152,452.81
	610 LIBRARY	1.0	SALARIES/WAGES/BENEFITS	436,952.59
		2.0	EXPENSE	125,600.00
610 Total				562,552.59

Town of Bridgewater
Town Manager's FY2019 General Fund Operating Budget

DEPT#	DEPART DESCRIPTION	Group	GROUP DESCRIPTION	FY2019 Town Mgr Budget
630	RECREATION	1.0	SALARIES/WAGES/BENEFITS	68,307.12
630 Total				68,307.12
710	DEBT PRINCIPAL	7.0	DEBT SERVICE	177,000.00
		7.1	DE: DEBT SERVICE	532,000.00
		7.2	TTLV: DEBT SERVICE	121,351.00
710 Total				830,351.00
751	INTERST ON LT DEBT	7.0	DEBT SERVICE	14,667.50
		7.1	DE: DEBT SERVICE	129,216.25
751 Total				143,883.75
820	STATE/COUNTY ASSESSENTS	2.0	EXPENSE	348,672.00
820 Total				348,672.00
830	COUNTY ASSESSMENTS	2.0	EXPENSE	57,682.00
830 Total				57,682.00
911	RETIREMENT	1.0	SALARIES/WAGES/BENEFITS	3,120,497.00
911 Total				3,120,497.00
912	WORKERS COMP	1.0	SALARIES/WAGES/BENEFITS	159,658.00
912 Total				159,658.00
913	UNEMPLOYMENT	1.0	SALARIES/WAGES/BENEFITS	5,000.00
913 Total				5,000.00
914	MED/LIFE/FICA	1.0	SALARIES/WAGES/BENEFITS	3,052,810.00
914 Total				3,052,810.00
919	OTHER BENEFITS	1.0	SALARIES/WAGES/BENEFITS	5,760.00
919 Total				5,760.00
945	LIABILITY INSURANCE	2.0	EXPENSE	170,500.00
945 Total				170,500.00
950	GAS & OIL	2.0	EXPENSE	120,000.00
950 Total				120,000.00
Grand Total				56,182,471
Adust for State/County Charges				(406,354)
Total Appropriation				55,776,117



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY19-002

Introduced By: Town Manager (*at the request of the Finance Director*)
Date Introduced: April 10, 2018
First Reading: April 10, 2018
Second Reading: May 22, 2018
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY19-002

FY2019 SEWER ENTERPRISE FUND BUDGET

ORDERED, to see if the Town will vote to appropriate **\$1,879,573** from the Sewer Enterprise receipts to defray Sewer direct costs, and that **\$105,339.10** as appropriated under Order O-FY19-001 be used for Sewer indirect costs, all to fund the total costs of operations of the Sewer Enterprise as follows:

SALARIES/WAGES/BENEFITS	\$	839,937.88
OPERATING EXPENSES	\$	624,152.04
DEBT SERVICES	\$	410,483.34
TRANSFER TO TRUST FUNDS OPEB	\$	5,000.00
APPROPRIATED for DIRECT COSTS	\$	1,879,573.26
	\$	-
INDIRECT COSTS - GENERAL FUND	\$	105,339.10
TOTAL COST - SEWER FUND	\$	1,984,912.36

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
- Budget & Finance Committee - Finance Committee	5/7/18: Vote 3-0 recommend approval 5/7/18: Vote 5-0 approve

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



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY19-003

Introduced By: Town Manager (*at the request of the Finance Director*)
Date Introduced: April 10, 2018
First Reading: April 10, 2018
Second Reading: May 22, 2018
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY19-003

FY2019 WATER ENTERPRISE FUND BUDGET

ORDERED, to see if the Town will vote to appropriate **\$3,105,233.24** from the Water Enterprise receipts to defray Water direct costs, and that **\$136,464.10** as appropriated under Order O-FY19-001 be used for Water indirect costs, all to fund the total costs of operations of the Water Enterprise as follows:

SALARIES/WAGES/BENEFITS	\$	1,102,437.29
OPERATIONAL EXPENSES	\$	1,320,861.52
DEBT SERVICES	\$	676,934.43
TRANSFER TO TRUST FUND OPEB	\$	5,000.00
APPROPRIATED for DIRECT COSTS	\$	3,105,233.24
INDIRECT COSTS - GENERAL FUND	\$	136,464.10
TOTAL COST - WATER FUND	\$	3,241,697.34

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
- Budget & Finance Committee - Finance Committee	5/7/18: Vote 3-0 recommend approval 5/7/18: Vote 5-0 approve

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



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY19-004

Introduced By: Town Manager (*at the request of the Finance Director*)
Date Introduced: April 10, 2018
First Reading: April 10, 2018
Second Reading: May 22, 2018
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY19-004

FY2019 TRANSFER STATION ENTERPRISE FUND BUDGET

ORDERED, to see if the Town will vote to appropriate **\$267,305.99** from Transfer Station Enterprise receipts to defray TS direct costs, and that **\$40,252.00** as appropriated under Order O-FY19-001 be used for TS indirect costs, all to fund the total costs of operations of the Transfer Station Enterprise as follows:

SALARIES/WAGES/BENEFITS	\$	102,646.67
OTHER EXPENSES/CAPITAL OUTLAY	\$	164,659.32
APPROPRIATED for DIRECT COSTS	\$	267,305.99
INDIRECT COSTS - GENERAL FUND	\$	40,252.00
TOTAL COST - TRANSFER STATION EF	\$	307,557.99

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
- Budget & Finance Committee - Finance Committee	5/7/18: Vote 3-0 recommend approval 5/7/18: Vote 5-0 approve

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



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY19-005

Introduced By: Town Manager (*at the request of the Finance Director*)
Date Introduced: April 10, 2018
First Reading: April 10, 2018
Second Reading: May 22, 2018
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY19-005

FY2019 OSLGC ENTERPRISE FUND BUDGET

ORDERED, to see if the Town will vote to appropriate **\$1,407,122.17** from OSLGC Enterprise receipts to defray OSLGC direct costs, and that **\$93,817.00** as appropriated under Order #O-FY19-001 be used for OSLGC indirect costs, all to fund the total costs of operations of the OSLGC Enterprise as follows:

SALARIES/WAGES/BENEFITS	\$	751,930.85
OTHER EXPENSES/CAPITAL OUTLAY	\$	394,733.82
DEBT SERVICES	\$	80,457.50
TRANSFER TO TRUST FUND STABILIZATION	\$	175,000.00
TRANSFER TO TRUST FUND OPEB	\$	5,000.00
APPROPRIATED for DIRECT COSTS	\$	1,407,122.17
INDIRECT COSTS - GENERAL FUND	\$	93,817.00
TOTAL COST - OSLGC EF	\$	1,500,939.17

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
- Budget & Finance Committee - Finance Committee	5/7/18: Vote 3-0 recommend approval 5/7/18: Vote 5-0 approve

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



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY19-006

Introduced By: Town Manager *(at the request of the Finance Director)*
Date Introduced: April 10, 2018
First Reading: April 10, 2018
Second Reading: May 22, 2018
Third Reading:
Amendments Adopted:
Date Adopted:
Date Effective:

Proposed Order #O-FY19-006

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, 2018, 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 FY2019 as follows:

Spending Authority	Fund	Receipts	Expenditures	FY19 Spending Limit
Town Clerk	Street Listing	Sale 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 and benefits of full-time staff, part-time and seasonal staff, recreation programs, facility expenses and other expenses related to programs	\$ 150,000
Police Chief	Police Equipment	Proceeds from sale/auction of Police related equipment and unclaimed property	Purchase, repair/maintenance of police equipment, training of officers related to purchase, repair/maintenance of such equipment	\$ 10,000
IT Director	Cable Services	License fee	Technology related equipment	\$ 3,000
Animal Control	Animal Control	Fines & Fees	Unreimbursed cost of boarding and veterinary expenses.	\$ 5,000

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
- Budget & Finance Committee - Finance Committee	5/7/18: Vote 3-0 recommend approval 5/7/18: Vote 5-0 approve

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



Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY18-040

Introduced By: Councilor William Wood

Date Introduced: May 22, 2018

First Reading: May 22, 2018

Second Reading:

Amendments Adopted:

Third Reading:

Date Adopted:

Date Effective:

Order O-FY18-040

AMEND/REPLACE ORDER O-2012-038: FREE CASH POLICY

WHEREAS: After a long period of instability, the Town of Bridgewater is returning to financial solidity; and

WHEREAS: The current free cash deficit is estimated to be eliminated in the current fiscal year; and

WHEREAS: It is imperative and appropriate that the Town Council set policy on the use of this important financial resource,

Now, therefore, in accordance with the authority so vested in it by the Bridgewater Home Rule Charter, the Town Council votes to take the following action:

ORDERED that the policy of the use of Free Cash in the Town of Bridgewater is as follows:

On an annual basis, certified free cash, will be distributed and allocated according to the following formula:

- Twenty percent (20%) for capital purchases
- Fifteen percent (15%) for capital improvements related to the Bridgewater-Raynham Regional School District
- Fifty percent (50%) to the stabilization fund
- Ten percent (10%) to the capital stabilization fund
- Five percent (5%) toward the town's unfunded OPEB liability

Explanation: This policy will set clear guidelines for free cash distribution, which is estimated to generate significant sums in future fiscal years. The formula is intentionally calculated at ninety percent (90%) of free cash to allow for a cushion and foundation for future years.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY18-041

Introduced By: Town Manager *(at the request of the Finance Director)*
Date Introduced: May 22, 2018
First Reading: May 22, 2018
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY18-041

EMPLOYEE SICK LEAVE BUY-BACK (SLBB) LIABILITY 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 from below schedule Source of Funds to below schedule of Use of Funds.

Source of Funds	Account No.	GL Account Description	Amount
Employee SLBB Liability	80045-596100	Transfer to General Fund	\$ 139,836.00
Total:			\$ 139,836.00
Use of Funds	Account No.	GL Account Description	Amount
Sick Leave Buy Back - Fire Employees	02205001-519005	Fire Sick/Vac Payout	\$ 128,937.00
Sick Leave Buy Back - Police Employees	02105001-519005	Police Sick/Vac Payout	\$ 10,899.00
Total			\$ 139,836.00

Explanation: *Transfer of Contractual payments sick/vacation estimate payments FY2018 & FY2019.*

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY18-042

Introduced By: Town Manager *(at the request of the Finance Director)*

Date Introduced: May 22, 2018

First Reading: May 22, 2018

Second Reading:

Amendments Adopted:

Third Reading:

Date Adopted:

Date Effective:

Order O-FY18-042

TRANSFER ORDER – GENERAL FUND TRANSFER NON-RECURRING REVENUE TO CAPITAL

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 of Use of Funds.

Source of Funds	Account No.	GL Account Description	Amount
State Prison Mitigation Non Recurring	08004660-468008	State Prison MitigationNon Recr	\$ 268,563.94
FB Reserve for Overlay Surplus	0100-322000	FB Reserve for Overlay Surplus	\$ 186,524.89
Total:			\$ 455,088.83
Use of Funds	Account No.	GL Account Description	Amount
Capital Stabilization Trust	80104-497000	Transfer From General Fund	\$ 455,088.83
Total			\$ 455,088.83

Explanation: *Transfer of other onetime non-recurring revenues to Capital Stabilization Fund for Capital appropriations*

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Order: O-FY18-043

Introduced By: Town Manager *(at the request of the Finance Director)*

Date Introduced: May 22, 2018

First Reading: May 22, 2018

Second Reading:

Amendments Adopted:

Third Reading:

Date Adopted:

Date Effective:

Order O-FY18-043

CAPITAL 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 **from** below schedule Source of Funds **to** below schedule of Use of Funds:

Source of Funds	Account No.	GL Account Description	Amount
Capital Stabilization Trust Fund	80105-596010	Transfer to GF Capital Project Fund	\$ 397,498.00
Total:			\$ 397,498.00
Use of Funds	Account No.	GL Account Description	Amount
FY 2019 Capital Items 2019-1	10420219-585005	Sweeper Vacuum Truck Pay#4	\$ 53,498.00
FY 2019 Capital Items 2018-2	10420219-585006	DPW Foresty Truck	\$ 55,000.00
FY 2019 Capital Items 2018-2	10420219-585007	DPW Mechanic Truck	\$ 65,000.00
FY 2019 Capital Items 2018	10192219-584000	Downtown Trees	\$ 9,000.00
FY 2019 Capital Items 2018	10300219-580000	BRRSD Capital	\$ 215,000.00
Total			\$ 397,498.00

Explanation: Transfer of Lease Payment #4/5 Sweeper, Replacement of DPW Trucks, and BRRSD Capital Items

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Ordinance: D-FY18-016

Introduced By: Councilor Francis Sousa

Date Introduced: May 22, 2018

First Reading: May 22, 2018

Second Reading:

Amendments Adopted:

Date Adopted:

Date Effective:

Proposed Ordinance D-FY18-016

GENERAL ORDINANCE – AMEND ADMINISTRATIVE CODE – ZONING BOARD OF APPEALS MEMBERSHIP

WHEREAS, Bridgewater has been known as unfriendly to do business in; and

WHEREAS, this in part was due to the actions of the Zoning Board of Appeals; and

WHEREAS, the makeup of the Board of Appeals with three members allowed one member to disapprove issues before them with their vote; and

WHEREAS, A Board of five members would eliminate the ability of one member to reject an item before the Board

IT IS THEREFORE ORDERED, that the Town Council assembled votes to amend the Bridgewater Administrative Code, Chapter 1, Article 111, Section 29, Subsection 1A to read as follows:

There shall be a Zoning Board of Appeals consisting of five members and three associate members. Members and Associate Members shall serve for a three year terms

Explanation: Adoption of this Ordinance would increase the membership of the Zoning Board of Appeals from three to five members.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Ordinance: D-FY18-017

Introduced By: Councilor Francis Sousa

Date Introduced: May 22, 2018

First Reading: May 22, 2018

Second Reading:

Amendments Adopted:

Date Adopted:

Date Effective:

Proposed Ordinance D-FY18-017

ZONING ORDINANCE – AMEND ZONING BYLAW 11.10 - ZONING BOARD OF APPEALS MEMBERSHIP

WHEREAS, With the change of the Zoning Board of Appeals membership from three to five in the Administrative Code it is necessary to make a corresponding change to Section 11.10 of the Zoning Bylaws; and

WHEREAS, the change would require a vote of four members to approve an item before the Board; and

IT IS THEREFORE ORDERED, As provided by Massachusetts General Laws, there shall be in Bridgewater a Board of Appeals for Zoning matters. Such Board of appeals shall consist of five members and two Associate Members all of whom shall be appointed by the Town manager and ratified by the Town Council as specified by the Town of Bridgewater's Charter and Massachusetts General Laws. Such members shall have and exercise the powers available to them under the Town of Bridgewater's Zoning Ordinance and Massachusetts General Laws.

Explanation: Adoption of this Ordinance would increase the membership of the Zoning Board of Appeals from three to five members.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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Bridgewater Town Council

In Town Council, Tuesday, May 22, 2018

Council Ordinance: D-FY18-018

Introduced By: Councilor Francis Sousa

Date Introduced: May 22, 2018

First Reading: May 22, 2018

Second Reading:

Amendments Adopted:

Date Adopted:

Date Effective:

Proposed Ordinance D-FY18-018

ZONING ORDINANCE – AMEND ZONING BYLAW 7.4 - SIGNS

WHEREAS, Section 7.4 of the Town's zoning Bylaws requires a business sign to be placed 12 feet in from the front lot line; and

WHEREAS, this can be an unnecessary expense and delay to a business wanting to build in Bridgewater; and

WHEREAS, this is one of the issues making Bridgewater unfriendly to businesses.

IT IS THEREFORE ORDERED, that Section 7.4 Signs be amended to read as follows:

In only businesses, industrial and missed use districts where buildings are required to maintain a front setback of at least thirty feet, one free standing sign per lot is permitted. The top edge of any such freestanding sign shall be no higher than twenty feet vertical measure above the ground between the support of each side. Any such freestanding sign must be located within the front yard space of said lot and must not be nearer than four feet of the front lot line and twelve feet to the side and rear lot lines.

Explanation: Adoption of this Ordinance would allow for sign placement in mixed use districts and decrease footage from 12 feet to 4 feet.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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