



BRIDGEWATER TOWN COUNCIL

Tuesday, February 24, 2015

7:30 PM

BTV Studios

80 Spring Street, Bridgewater MA

MEETING AGENDA

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- a) January 20, 2015
- b) February 3, 2015

B. ANNOUNCEMENTS FROM THE PRESIDENT

C. PROCLAMATIONS

D. CITIZEN OPEN FORUM

E. APPOINTMENTS - None

F. HEARINGS - None

G. LICENSE TRANSACTIONS –

- a) **7:40 PUBLIC HEARING** - Petition #P-2015-003 – Transfer of Lodging House License, 40 Central Square
- b) Petition #P-2015-004 – Auctioneer's License for Alan Correia at 32 Scotland Blvd.

H. PRESENTATIONS

I. TOWN MANAGER'S REPORT

J. DISCUSSIONS

- a) Administrative Code – (*President Wood*)
- b) Town Manager Performance Update (*Councilor Whitaker*)

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION -

- a) Transfer #T-2015-002: Transfer to Fund Planning Consultant Contract
The Finance Committee will consider this item at their meeting scheduled for 2/23/15. The Council's Budget & Finance Committee meets 2/24/15 and will provide their disposition to the full Council.
- b) Transfer #T-2015-003: HDC Budget Transfer
The Finance Committee will consider this item at their meeting scheduled for 2/23/15. The Council's Budget & Finance Committee meets 2/24/15 and will provide their disposition to the full Council

M. OLD BUSINESS

- a) Ordinance #D-2012-014 – Right To Farm Ordinance
The Community & Economic Development Committee considered this measure at their meeting held 2/10/15. They will provide their disposition to the full council on 2/24/15. This measure requires advertising, therefore may not be finally considered this evening.
- b) Ordinance #D-2015-002: OPEB Trust
The Finance Committee will consider this item at their meeting scheduled for 2/23/15. The Council's Budget & Finance Committee meets 2/24/15 and will provide their disposition to the full Council. This measure requires advertising, therefore may not be finally considered this evening.
- c) Ordinance #D-2015-003: Affordable Housing Trust
At The Community & Economic Development Committee considered this measure at their meeting held 2/10/15. They will provide their disposition to the full council on 2/24/15. This measure requires advertising, therefore may not be finally considered this evening.
- d) Order #O-2015-001: Laying Out & Acceptance of a Private Way – Upland Drive/Strathmore Road
The Community & Economic Development Committee considered this measure at their meeting held 2/10/15. They will provide their disposition to the full council on 2/24/15. The Planning Board is still within the 45 day allotted timeframe to render a disposition; therefore this measure is not for council action this evening.

N. NEW BUSINESS

- a) Ordinance #D-2015-004: Local Options Lodging Tax (*Town Manager*)
- b) Order #O-2015-002: Lease Of Real Property By The Town Of Bridgewater (Prattown School, 40 Orange Street)
- c) Order #O-2015-003: Development of Snow & Ice Removal Policies (*Councilors Pitta and Perry*)
- d) Order #O-2015-004: FY15 Capital Purchases (*Town Manager*)

O. CITIZEN COMMENTS

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Transfer: T-2015-002

Introduced By: Town Manager
Date Introduced: January 20, 2015
First Reading: January 20, 2015
Second Reading: February 24, 2015
Amendments Adopted:
Date Adopted:
Date Effective:

Transfer - #T-2015-002

TRANSFER TO FUND PLANNING CONSULTANT CONTRACT

ORDERED, pursuant to Section 6-4 (d) of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer monies in the amount of \$ 10,000.00 from the Planning Department line item *Department Head* to be distributed to the Department line item *Other Charges/Expenses* to pay for consultant services, or take any other action relative thereto.

Explanation: The Town Manager has professional planning services in connection with preparing several zoning articles for the Town Manager and Planning Board. The term of this agreement is for services rendered from January 2015 to August 2015.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Referred to the Budget & Finance Committee • Requires consideration by Finance Committee • 14 day requirement (per Council Rules & Procedures XVIII - Readings) has elapsed.	• Budget & Finance Committee meets 2/24/15 and will provide their disposition to full council. • The Finance Committee will consider this measure at their meeting on 2/23/15.

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



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Transfer: T-2015-003

Introduced By: Town Manager
Date Introduced: January 20, 2015
First Reading: January 20, 2015
Second Reading: February 24, 2015
Amendments Adopted:
Date Adopted:
Date Effective:

Transfer - #T-2015-003

HDC BUDGET TRANSFER

ORDERED, pursuant to Section 6-4 (d) of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer monies in the amount of \$ 750.00 from the Planning Department line item *Department Head* to be distributed to the Historic District Commission to pay for administrative support services, or take any other action relative thereto.

Explanation: *This transfer will fund the HDC budget for the remainder of the fiscal year.*

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Referred to the Budget & Finance Committee • Requires consideration by Finance Committee • 14 day requirement (per Council Rules & Procedures XVIII - Readings) has elapsed.	• Budget & Finance Committee meets 2/24/15 and will provide their disposition to full council. • The Finance Committee will consider this measure at their meeting on 2/23/15.

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



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Ordinance: D-2012-014

Introduced By:	Councilor Peter Colombotos
Date Introduced:	June 19, 2012
First Reading:	June 19, 2012
Second Reading:	September 18, 2012, February 24, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Proposed Ordinance D-2012-014

RIGHT TO FARM ORDINANCE

Section 1 Legislative Purpose and Intent

- A. The purpose and intent of this ordinance is to state with emphasis the Right to Farm accorded to all citizens of the Commonwealth under Article 97, of the Constitution, and all state statutes and regulations there under including but not limited to Massachusetts General Laws, Chapter 40A, Section 3, Paragraph 1; Chapter 90, Section 9, Chapter 111, Section 125A and Chapter 128 Section 1A. We the Town Council of the Town of Bridgewater restate and republish these rights pursuant to the Town's authority conferred by Article 89 of the Articles of Amendment of the Massachusetts Constitution. ("Home Rule Amendment").
- B. This ordinance encourages the pursuit of agriculture, promotes agriculture-based economic opportunities, and protects farmlands within the Town of Bridgewater by allowing agricultural uses and related activities to function with minimal conflict with abutters and Town agencies. This ordinance shall apply to all jurisdictional areas within the Town of Bridgewater.

Section 2 Definitions

- A. The word "farm" shall include any parcel or contiguous parcels of land, or water bodies used for the primary purpose of commercial agriculture, or accessory thereto.
- B. The word "farming" or "agriculture" or their derivatives shall include, but not be limited to the following:
 - 1. farming in all its branches and the cultivation and tillage of the soil;
 - 2. dairying;
 - 3. production, cultivation, growing and harvesting of any agricultural, aquacultural, floricultural, viticultural, or horticultural commodities;
 - 4. growing and harvesting of Christmas trees;

5. cultivation of sugar maple trees for the production of maple products;
6. growing and harvesting of forest products and any other forestry or lumbering operations; raising of livestock, including horses;
7. keeping of horses as a commercial enterprise;
8. keeping and raising of poultry, swine, cattle, sheep, goats, rabbits, ratites (such as emus, ostriches and rheas), camelids (such as llamas, alpacas, and camels) and other domesticated animals for food and other agricultural purposes, including fiber and fur-bearing animals (not to include exotic animals).
9. keeping of honey bees;
10. fish hatcheries.

C. “Farming” shall encompass activities including, but not limited to, the following:

1. operation and transportation of slow-moving farm equipment over roads within the Town;
2. control of pests including, but not limited to insects, weeds, predators, and disease organisms of plants and animals;
3. application of manure, fertilizers, and pesticides;
4. conducting agriculture-related educational and farm-based recreational activities, provide that the activities are related to marketing the agricultural output or services of the farm;
5. processing and packaging of the agricultural output of the farm and the operation of a farmer’s market or farm stand including signage thereto;
6. maintenance, repair, or storage of seasonal equipment or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products;
7. on-farm relocation of the earth and clearing of ground for farming operation;
8. construction and use of farm structures and facilities for the storage of animal wastes, farm equipment, pesticides, fertilizers, agricultural products and livestock, for the processing of animal wastes and agricultural products, for the sale of agricultural products, and for the use of farm labor, as permitted by local and state building codes and regulations; including construction and maintenance of fences.

Section 3 Right to Farm Declaration

- A. The Right to Farm is hereby recognized to exist within the Town of Bridgewater. The above-described agricultural activities may occur on holidays, weekdays, and weekends by night or day and shall include the accompanying incidental noise, odors, dust and fumes associated with normally accepted agricultural practices. It is hereby determined that whatever impact may be caused to others through the normal practice of agriculture is more than offset by the benefits of farming to the neighborhood, community, and society in general. The benefits and protections of this ordinance are intended to apply exclusively to those agricultural and farming operations and activities conducted in accordance with generally accepted agricultural practices. Moreover, nothing in this Right to Farm Ordinance shall be deemed as acquiring any interest in land, or imposing any land use regulation, which is properly the subject of state statute, regulation, or local zoning by law. This ordinance does not supersede local, state or federal laws or regulations or private covenants.

Section 4 Disclosure Notification

- A. The Town will provide a copy of the following notice by posting a copy of the notice at the Bridgewater Town Hall and at the Bridgewater Public Library, and will include the notice and copy of the ordinance on the Town's official website.

"It is the policy of the Town of Bridgewater to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food, and other agricultural products, and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that the property they are about to acquire or occupy lie within a Town where farming activities occur. Such farming activities may include, but are not limited to, activities that cause noise, dust and odors. Buyers and occupants are also informed that the location of property within the Town may be affected by commercial agricultural operations including the ability to access water services for such property under certain circumstances".

Section 5 Resolution of Disputes

- A. Any person who seeks to complain about the operation of a farm may, notwithstanding pursuing any other available remedy, file a grievance with the Town Manager, the Zoning Enforcement Officer, or the Board of Health, depending upon the nature of the grievance. The filing of the grievance does not suspend the time within which to pursue any other available remedies that the aggrieved may have. The Zoning Enforcement Officer may forward a copy of the grievance to the Town Manager, who shall review and facilitate the resolution of the grievance, and report its recommendations to the referring Town authority within an agreed upon time frame with all involved parties.
- B. The Board of Health, except in cases of imminent danger or public health risk, may forward a copy of the grievance to the Town Manager, who shall review and facilitate the resolution of the grievance, and report its recommendations to the Board of Health within an agreed time frame with all involved parties.

Section 6 Severability Clause

- A. If any part of the ordinance is for any reason held to be unconstitutional or invalid, such decision(s) shall not affect the remainder of this Bylaw. The Town of Bridgewater declares the provisions of this ordinance to be severable.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
- This measure received a first reading 6/19/12. - Referred to Community & Economic Development Committee 6/19/12. - This measure requires advertising pending any amendments offered.	Met 2/10/15 and will provide disposition to full council 2/24/15.



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Ordinance: D-2015-002

Introduced By:	Town Manager
Date Introduced:	January 6, 2015
First Reading:	January 6, 2015
Second Reading:	February 24, 2015
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Proposed Ordinance D-2015-002

Town of Bridgewater **Other Post-Employment Benefits (OPEB) Trust Agreement**

Ordered that, that the Town Council of the Town of Bridgewater, Massachusetts in Town Council assembled vote to adopt the following OPEB Trust Agreement:

Trust Agreement made this ____ day of _____, 2015 by and between the Town of Bridgewater, acting through its Town Manager (the “Town”) and the duly serving members of the Board of Trustees (the “Trustees”).

WITNESSETH:

WHEREAS, the Town has established certain other post-employment benefits (“OPEB”), other than pensions, for eligible former employees of the Town; and

WHEREAS, the Town has accepted the provisions of MGL c. 32B, section 20 as amended by the Acts of 2011, Chapter 68, Section 57; and

WHEREAS, the Town wished to establish an irrevocable trust (hereinafter the “Trust”) for the purpose of funding the OPEB obligation as required to be reported under Government Accounting Standards Boars (“GASB”) Statements 43 and 45 or as may be required under any superseding Statements; and

WHEREAS, the Trust is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under MGL c. 32B, section 20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, the Town and the Trustees hereby agree as follows:

Article I **DEFINITIONS**

As used herein, the following terms shall have the following meanings:

- 1.1. “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.3. “GASB 43 and 45” shall mean Governmental Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. “Other post-employment benefits” or “OPEB” shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.
- 1.5. “Retired Employee” means those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to MGL c. 32 or as otherwise provided by law.
- 1.6. “Trust” means the Town of Bridgewater OPEB Trust as hereby established.
- 1.7. “Trustee” means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.
- 1.8. “Trust Fund” means all the money and property, of every kind and character, including principal and income, held by the Trustee under this Trust.
- 1.9. “HCST Board” means the Health Care Security Trust board of trustees established pursuant to MGL c.29D, section 4.
- 1.10. “SRBTF” means the State Retiree Benefits Trust Fund established pursuant to MGL 32A, Section 24.

Article II

PURPOSE

- 2.1 This Trust is established to administer the fund known as the Town of Bridgewater OPEB Trust Fund in conformity with the provisions of MGL c. 32B, section 20 and with the terms of this Trust Agreement, a copy of which shall be kept on file with the Town Clerk. In accordance with its terms, this Trust Agreement shall be irrevocable, and its sole purpose is to provide funding for the Town’s other post-employment benefits for the exclusive benefit of the Town’s retired employees and their eligible dependents and for defraying the reasonable expenses of the Trust.
- 2.2 The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreements, or by any general or special law providing for such benefits, for the exclusive benefit of the Town’s Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial, and other expenses of the

Trust. The assets held in Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

- 2.2 It is intended that the Trust shall constitute a so-called “Qualified OPEB Trust” according to the standards set forth in GASB 43 and 45 and that it further qualify as an Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

Article III **ESTABLISHMENT OF THE TRUST**

- 3.1. In order to implement and carry out the provisions of MGL c. 32B, section 20, the Town hereby established the Trust which shall be known as the “Town of Bridgewater OPEB Trust.”
- 3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Town until all the OPEB owed to retired Town employees have been satisfied or defeased.
- 3.3. The principal location of the Trust shall be Town of Bridgewater, 64 Central Square, Bridgewater, MA 02324.
- 3.4. The Trustees hereby accept the trusts imposed upon them by this Trust Agreement and agree to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.
- 3.5. The Trustees shall hold legal title to all property of the Trust and neither the Town, nor any employee, official, or agent of the City, not individual, shall have any right, title, or interest to the Trust.
- 3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

Article IV **TRUST FUNDING**

- 4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.
- 4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.
- 4.3. The Trustees shall have no duty, express or implied, to compel any contribution to be made by the Town, but shall be responsible only for the property received by the Trustees under this Trust Agreement.

- 4.4 The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes. The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.
- 4.5. Earnings or interest accruing from investments of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.
- 4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB.

Article V

TRUSTEES

- 5.1. The Trust shall be administered by a Board of Trustees consisting of five members as follows: (1) The Town Manager or his designee, and the Finance Director shall serve as ex officio members; (2) the Council President shall appoint one member of the Council to serve as Trustee for a term of three years; and (3) the Town Manager, with the consent of the Town Council, shall appoint two individuals, who shall be registered voters of the Town, for a term of three years. All terms shall be staggered such that only one term expires yearly. Upon the resignation or removal of the Town Manager or the Finance Director, the position of Trustee shall be deemed vacant until such time as the underlying Town position is filled on either a permanent or temporary basis. The Town Treasurer shall serve as a non-voting member of the Board of Trustees. Any member of the Board of Trustees, except the Town Council President's appointee, may be removed by the Town Manager pursuant to the terms of the Town Charter.
- 5.2. The Town Manager shall call for the first meeting of the Trustees and shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.
- 5.3. A Trustee may resign by providing the Town Clerk and the Board of Trustees Chairperson with written notice thereof.
- 5.4. In the event the Trustee appointed by the Town Manager resigns, is removed, or is otherwise unable to serve, the Town Manager shall appoint a Trustee to fill the vacancy for the remainder of the term. In the event the Trustee appointed by the Council President resigns, is removed, or is otherwise unable to serve, the Council President shall appoint one of the councilors to fill the vacancy for the remainder of the term.
- 5.5. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

- 5.6. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.
- 5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, or other documents or other items in his possession or under his control belonging to the Trust.
- 5.8. The Trustees shall be special municipal employees for the purpose of MGL c. 268A and shall be subject to the restrictions and prohibitions set forth therein.

Article VI
POWERS OF THE TRUSTEES

- 6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to the following:
 - 6.1.1. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article VII of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of Trust assets.
 - 6.1.2. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
 - 6.1.3. To develop and recommend an actuarially determined funding schedule subject to approval of the Town Council and the Town Manager and subject to the Town's appropriation process.
 - 6.1.4. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expenses thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.
 - 6.1.5. To hire independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.
 - 6.1.6. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights, and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.

- 6.1.7. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.
- 6.1.8. To authorize certain Trustees or other appropriate persons to make payments from any appropriate account for the purpose of the Trust and to authorize disbursements of funds accumulated in the Trust to the Town for the sole purpose of payment of OPEB in accordance with an actuarially determined funding schedule.
- 6.1.8. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.
- 6.1.9. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement and applicable laws.
- 6.1.10. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.
- 6.1.11. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.
- 6.1.12. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.
- 6.1.13. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- 6.1.14. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.
- 6.1.15. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust.
- 6.1.16. To hire one or more consultants, actuaries, accountants, attorneys, or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting, and audit services to the Trust.
- 6.1.17. To comply with all requirements imposed by applicable provisions of law.

- 6.1.18. If so authorized by vote of the Town Council with approval of the Town Manager in accordance with MGL c.32A, section 24 to direct the Treasurer/Custodian to take all steps necessary to invest the funds in the SRBTF.
- 6.1.19. If so directed by vote of the Town Council with the approval of the Town Manager in accordance with MGL c. 32B, section 20, to take all the steps necessary to designate HCST Board as custodian of the Trust assets and thereby invest the funds in the SRBTF.

Article VII

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

- 7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.
- 7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.
- 7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The Town, in its discretion, may also purchase liability insurance for Trustees, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.
- 7.4. The Town shall not assume any obligation or responsibility to any persons for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Town, any insurance company, or any other person, or for the result or failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.
- 7.5. Neither the Trustees nor the Town shall be obligated to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.
- 7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculations but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to MGL c. 203C.

Article VIII

ACTIONS BY THE TRUSTEES

- 8.1. A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.
- 8.2. The Trustees may, by instruments executed by all of the Trustees, delegate to any attorney, agent, or employee such other powers and duties as they deem advisable, including the power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.
- 8.3. No Trustee shall be required to give bond.

Article IX

LIABILITY OF THE TRUSTEES

- 9.1. A Trustee shall not be liable for any mistakes or judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.
- 9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustees.
- 9.3. Trustees are public employees for the purposes of MGL c. 258, and shall be indemnified by the Town against and civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.
- 9.4. A Trustee shall not be liable for any mistakes of judgment or other action made, taken or omitted.

Article X

MEETINGS OF THE TRUSTEES

- 10.1. The Trust may meet at such times and at such places as the Trustees shall determine.
- 10.2. The Trustees shall comply with the Open Meeting Law, MGL c. 30A, sections 18-25 and its implementing regulations.
- 10.3. A quorum at any meeting shall be a majority of Trustees then in office.

Article XI

TAXES, EXPENSES, and COMPENSATION

- 11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustees shall use the assets of the Trust Fund to pay for any taxes owed.
- 11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the Town chooses to pay the expenses directly.

Article XII
ACCOUNTS

- 12.1. The Trustees shall keep complete and accurate accounts of all the Trust's receipts, investments, and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, MGL c. 66, section 10 and MGL c. 4, section 7, clause 26th and their implementing regulations. The person or persons designated by the City shall be entitled to inspect such record upon request at any reasonable time.
- 12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with the accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustees.
- 12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit, or as otherwise may be required by applicable law.

Article XIII
ANNUAL REPORTS

- 13.1. The Trustees shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund. The Trustees shall comply with all reporting requirements as set forth in MGL c. 32B, section 20.

Article XIV
INVESTMENTS OF TRUST FUNDS

- 14.1. The Trustees hereby authorize and direct the Town Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursements, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated; provided, however, that if directed by vote of the Town Council with approval of the Town Manager, the Town Treasurer shall be authorized to invest said amounts in the Trust Fund in the SRBTF; and further provided that if HCST is appointed as custodian of the Trust as provided in Paragraph 15.1 below, HCST shall be authorized to invest and reinvest said amounts in the Trust Fund in accordance with its Investment Policy.
- 14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

Article XV
CUSTODY OF THE TRUST

- 15.1. The Town Treasurer, by virtue of his office, shall be the custodian of the OPEB Trust Fund, and shall invest and reinvest the funds consistent with the prudent investor rule established in MGL c. 203C. As provided in MGL c. 32C, section 24(d) the Treasurer is hereby authorized to invest all or a portion of the Fund, as directed by the Trustees, in the State Retiree Benefits Trust Fund established in MGL c. 32A, section 24. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town.

- 15.2. The Town Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the Town Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

Article XVI
TERMINATION OF THE TRUST

- 16.1. The Trust shall continue unless and until terminated pursuant to applicable state or federal law or regulation, or until all such health care and other non-pension benefits, current and future, payable by the Town have been satisfied or defeased.
- 16.2. Upon termination of the Trust pursuant to 16.1, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and Trustees, the net assets of the Trust shall revert to the Town, unless otherwise required by state or federal law or regulation.
- 16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

Article 17
AMENDMENTS

- 17.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the financial reporting standards set forth by the Government Accounting Standards Board (GASB) to be treated as funded through a qualifying trust or equivalent arrangement.
- 17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Town, subject to the following limitations:
- 17.2.1. The assets of the Trust may not be used for or diverted to any other purpose prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.
- 17.2.2. The duties and liabilities of the Trustees cannot be substantially changes without their written consent.
- 17.2.3. Any amendment to this Trust shall be executed in writing.

Article XVIII
MERGER

- 18.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other governmental entity for similar purposes as may be provided by law.

Article XIX
SEVERABILITY OF INVALID PROVISIONS

- 19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

Article XX
MISCELLANEOUS

- 20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and the Commonwealth of Massachusetts.
- 20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of the reference only, and the Trust Agreement is not to be construed with reference thereto.
- 20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustees' duly authorized agent, and shall not be liable to any person in so doing. This certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.
- 20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.
- 20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

BOARD OF TRUSTEES:

Trustee

Trustee

Trustee

Trustee

Trustee

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Referred to the Budget & Finance Committee • Requires consideration by Finance Committee • Requires advertising, therefore may not be finally considered at this meeting.	• Budget & Finance Committee meets 2/24/15 and will provide their disposition to full council. • The Finance Committee will consider this measure at their meeting on 2/23/15.



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Ordinance: D-2015-003

Introduced By: Councilor Peter Colombotos

Date Introduced: January 6, 2015

First Reading: January 6, 2015

Second Reading: February 24, 2015

Amendments Adopted:

Third Reading:

Date Adopted:

Date Effective:

Proposed Ordinance D-2015-003

Affordable Housing Trust

Ordered that, that the Town Council of the Town of Bridgewater, Massachusetts in Town Council assembled vote to accept the following Affordable Housing Trust:

DECLARATION OF TRUST TOWN OF BRIDGEWATER AFFORDABLE HOUSING TRUST

Declaration of Trust made this ____ day of _____, 2015, by _____, of Bridgewater, Plymouth County, Massachusetts hereinafter called the Trustees, pursuant to the provisions of MGL c.44, section 55C, hereby acknowledge and agree for themselves and their successors in trust to hold the same together with such other property and funds as may be added thereto, for the purposes hereof in trust nevertheless for the benefit of all of the inhabitants of the Town of Bridgewater (the "Town") in the manner and under the terms and conditions set forth herein.

Article I Name of Trust

This Trust shall be called the "Bridgewater Affordable Housing Trust." A certificate of Trust for this Trust shall be recorded with the Plymouth County Registry of Deeds and the Plymouth County Registry District of the Land Court.

Article II Purposes

The purpose of this Trust shall be to provide for the creation and preservation of affordable housing in the Town for the benefit of low and moderate income households and in furtherance of this purpose, to acquire by gift, purchase, or otherwise real estate and personal property, both tangible and intangible, of every sort and description; to use such property both real and personal in such a manner as the Trustees shall deem most appropriate to carry out such purpose, provided however, that all property compromising the Trust and the net earnings thereof shall be used only in the Town exclusively for the benefit of all of the inhabitants of the

Town for the creation and preservation of affordable housing for which this Trust was formed and no part of the activities of the Trust shall consist of propaganda or otherwise attempting to influence legislation or participation in or intervention in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office and no part of the net earnings of this Trust shall inure or be payable to or for the benefit of any private individual or corporation.

Article III Board of Trustees

Pursuant to MGL c.44, section 55C, the Town Manager, as chief executive officer, or his designee, shall be an ex officio Trustee. The remaining Trustees shall be appointed by the Town Manager for staggered two year terms, subject to confirmation by the Town Council. Only the Town Manager, as chief executive officer, and persons who are registered voters in the Town of Bridgewater shall be eligible to hold the office of Trustee. Any Trustee who ceases to be a registered voter in the Town of Bridgewater shall cease to be a Trustee hereunder. Such determination shall be filed in writing with the Town Clerk. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk and recorded with the Registry of Deeds and filed with the Registry District. If a Trustee shall die, resign, or for any other reason cease to be a Trustee hereunder before his term of office expires, a successor Trustee shall be appointed by the Town Manager and confirmed by the Town Council, provided that in each case the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk and recorded with the Registry of Deeds and filed with the Registry District. Upon the appointment of any succeeding Trustee and the filing of such appointment, the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees. Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder. There shall be five Trustees of the Trust including the Town Manager.

Article IV Meetings of the Trust

There shall be regularly scheduled meetings of the Trust at such time and at such place as the Trustees shall determine. A written notice stating the place, day, and hour of each meeting of the Trust shall be posted in accordance with the Open Meeting Law. A quorum at any meeting shall be a majority of Trustees qualified and present in person.

Article V Powers of the Trustees

The powers of the Board of Trustees, all of which shall be carried on in furtherance of the purposes set forth in Trust Agreement, shall include the following powers:

- (1) to accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the trust in connection with any ordinance or any general or special law or any other source, including money from chapter 44B;
- (2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- (3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to trust property as the Board of Trustees deems advisable notwithstanding the length of any such lease or contract;

- (4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Board of Trustees engages for the accomplishment of the purposes of the trust;
- (5) to employ advisors and agents, such as accountants, appraisers and lawyers as the Board of Trustees deems necessary;
- (6) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board of Trustees deems advisable;
- (7) to apportion receipts and charges between incomes and principal as the Board of Trustees deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- (8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- (9) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board of Trustees may deem proper and to pay, out of trust property, such portion of expenses and compensation of such committee as the Board may deem necessary and appropriate;
- (10) to carry property for accounting purposes other than acquisition date values;
- (11) to borrow money on such terms and conditions and from such sources as the Board of Trustees deems advisable, to mortgage and pledge trust assets as collateral;
- (12) to make distributions or divisions of principal in kind;
- (13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Board of Trustees may deem appropriate;
- (14) to manage or improve real property; and to abandon any property which the Board of Trustees determined not to be worth retaining;
- (15) to hold all or part of the trust property uninvested for such purposes and for such time as the Board of Trustees may deem appropriate;
- (16) to extend the time for payment of any obligation to the Trust; and
- (17) to enter into agreements to carry out programs or other initiatives to support community housing for low and moderate income households with income less than 100% of the area median income, per MGL c.44B, including agreements for the use of Bridgewater Community Preservation Act (CPA) funds and CPA eligible activities.

Article VI Acts of Trustees

A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. The Trustees may, by instrument executed by all the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for accounts of the Trustees of the Trust. The Trustees shall not delegate the authority to amend or terminate the Trust and no such delegation shall be effective. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees purport to do or see to the application of anything paid to or upon order of the Trustees. No Trustee shall be liable for the acts, negligence or defaults of any other Trustee or any employee, agent, or representative of the Trustees

selected with reasonable care, nor for errors in judgment, nor mistakes of law or fact made in good faith nor in reliance in good faith on advice of counsel nor for other acts or omissions in good faith.

Article VII Liability

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town. The Trust is a public employer and the Trustees are public employees for the purposes of MGL c. 258. The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of MGL c. 268A.

Article VIII Amendments

This Declaration of Trust may be amended from time to time except as to those provisions specifically required under MGL c. 44, section 55C, by an instrument in writing signed by all of the Trustees and approved at a meeting called for that purpose, provided that in each case, a certificate of amendment has been recorded with the Registry of Deeds and filed with the Registry District.

Article IX Accounts

The books and records of the Trust shall be maintained by the Town Treasurer and audited annually as part of the independent annual audit of the Town of Bridgewater. The results of the audit shall be provided to the Town.

Article X Duration of the Trust

This Trust shall be of indefinite duration. However, it may be terminated by a two-thirds vote of the Town Council provided that an instrument of termination, together with a certified copy of the Town Council vote, is duly recorded with the Registry of Deeds and the Registry District.

Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Town Treasurer for affordable housing purposes. In making and such distribution, the Trustees may sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the assets in kind. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

Article XI Authority Shown by Record to Be Conclusive; Certificate as to Facts

Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with said Registry of Deeds and Registry District to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that delegations of authority pursuant to Article VI hereof and instruments of amendment pursuant to Article VIII and instrument of termination pursuant to

Article X hereof shall be conclusive only if it appears that the delegations, amendments, or termination have been executed by all of the Trustees. Any person dealing with the Trust property or the trustees may always rely on a certificate signed by any person appearing from instruments or certificates so recorded to be a Trustee hereunder as to the identity of the then current Trustees or in any other manner germane to the affairs of the Trust.

Article XII
Titles

The titles to the various Articles herein are for convenience only and are not to be considered part of said Articles nor shall they affect the meaning or the language of any such Article.
Witness the execution under seal this ____ day of _____, 2015

_____ Trustee	_____ Trustee
_____ Trustee	_____ Trustee
_____ Trustee	

Commonwealth of Massachusetts

County of Plymouth, ss.

On this ____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared _____, _____, _____, _____, _____, Trustees, who proved to me through satisfactory evidence of identification, which was by Massachusetts Driver’s Licenses, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Trustee on behalf of the Bridgewater Affordable Housing Trust.

Notary Public
My commission expires: _____

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Referred to the Community & Economic Development Committee • This measure requires advertising, therefore may not be finally considered this evening.	• Community & Economic Development Committee met 2/10/15 and will provide their disposition to full council.



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Order: # O-2015-001

Introduced By:	At the request of the property owners.
Date Introduced	February 3, 2015
First Reading:	February 3, 2015
Second Reading:	February 24, 2015
Third Reading:	
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Order #O-2015-001

LAYING OUT AND ACCEPTANCE OF A PRIVATE WAY – UPLAND DRIVE AND STRATHMORE ROAD

WHEREAS, the owners of the subdivision known as Elmwood Knoll II, Michael J. Koska & Associates, have requested the Town of Bridgewater lay out and accept Upland Drive and Strathmore Road as a public way; It is therefore;

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

Said layout of said street is bounded as described as follows:

BEING a 1.07-acre tract of land situated in the Town of Bridgewater, County of Plymouth, Massachusetts. Being shown as Upland Drive & Strathmore Road on plan titled "Definitive Subdivision Plan, Elmwood Knoll II, in the Town of Bridgewater, Massachusetts, Scale: 1"=60', Date: 06/17/02, Revised through: 05/05/03" prepared by Michael J. Koska & Associates, Inc., Recorded at the Plymouth County Registry of Deeds as plan 03-811 in Plan Book 47 Page 461.

BEGINNING at a concrete bound with a drill hole set at the point of intersection of the southerly right-of-way line of Upland Drive with the westerly right-of-way line of Elmwood Crescent.

THENCE NORTH 53°53'52" WEST a distance of 136.31 feet to a concrete bound with drill hole set for the point of curvature to the left having a radius of 180.00 feet;

THENCE westerly along said curve to the left, through a central angle of 10°33 '28", an arc distance of 33.17 feet to a concrete bound with drill hole set for the point of tangency;

THENCE NORTH 64°27'20" WEST a distance of 219.70 feet to a concrete bound with drill hole set for the point of curvature to the left having a radius of 20.00 feet;

NOT FOR ACTION AT THIS TIME.

THENCE westerly along said curve to the left, through a central angle of $93^{\circ}22'20''$, an arc distance of 32.59 feet to a concrete bound with a drill hole set for the point of reverse curvature to the right having a radius of 65.00 feet;

THENCE northerly along said curve to the right, through a central angle of $273^{\circ}22'20''$, an arc distance of 31 0.13 feet to a concrete bound with drill hole set for the point of tangency;

THENCE SOUTH $64^{\circ}27'20''$ WEST a distance of 150.00 feet to a concrete bound with drill hole set for the point of curvature to the left having a radius of 20.00 feet;

THENCE northerly along said curve to the left, through a central angle of $79^{\circ}26'32''$, an arc distance of 27.73 feet to a concrete bound with drill hole set for the point of tangency;

THENCE NORTH $36^{\circ}06'08''$ EAST a distance of 386.29 feet to a concrete bound with drill hole set for the point of curvature to the Bridgewater/East Bridgewater Town Line;

THENCE SOUTH $60^{\circ}24'11''$ EAST a distance of 40.26 feet along the East Bridgewater/Bridgewater Town Line to the Easterly Right of Way line of Strathmore Road.

THENCE SOUTH $36^{\circ}06'08''$ WEST a distance of 375.94 feet to a concrete bound with drill hole set for the point of curvature to the left having a radius of 20.00 feet;

THENCE southerly along said curve to the left, through a central angle of $100^{\circ}33'28''$, an arc distance of 35.10 feet to a concrete bound with drill hole set for the point of tangency;

THENCE SOUTH $64^{\circ}27'20''$ EAST a distance of 73.18 feet to a concrete bound with drill hole set for the point of curvature to the right having a radius of 220.00 feet;

THENCE southerly along said curve to the right, through a central angle of $10^{\circ}33'28''$, an arc distance of 40.54 feet to a concrete bound with drill hole set for the point of tangency;

THENCE SOUTH $53^{\circ}53'52''$ EAST a distance of 136.31 feet to a concrete bound with drill hole set for the point at the westerly right of way line of Elmwood Crescent;

THENCE SOUTH $36^{\circ}06'08''$ WEST a distance of 40.00 feet along Elmwood Crescent to a concrete bound with drill hole set, being the point of BEGINNING.

Upland Drive and Strathmore Road

All the land within the limits of a private ways known as Upland Drive and Strathmore Road, supposed to belong to Elmwood Realty Trust, and others, or parties unknown, being a strip of land extending from [Elmwood Crescent , westerly, containing about 1.07 acres, more or less].

And; the following drainage parcels necessary for the proper functioning of the designed drainage system:

Drainage Lot

BEING a 2.39-acre tract of land situated in the Town of Bridgewater, County of Plymouth, Massachusetts. Being shown as Drainage Lot on plan titled "Definitive Subdivision Plan, Elmwood Knoll II, in the Town of Bridgewater, Massachusetts, Scale: 1"=60', Date: 06/17/02, Revised through: 05/05/03" prepared by Michael J. Koska & Associates, Inc., Recorded at the Plymouth County Registry of Deeds as plan 03-811 in Plan Book 47 Page 461.

BEGINNING at a concrete bound with a drill hole set at a point in the northerly right-of-way line of Upland Drive for the point of curvature to the left having a radius of 65.00 feet;

THENCE westerly along said curve to the left, through a central angle of $27^{\circ}14'53''$, an arc distance of 30.91 feet to point;

THENCE NORTH $01^{\circ}42'13''$ WEST a distance of 89.67 feet to a point;

THENCE NORTH $64^{\circ}27'20''$ WEST a distance of 201.60 feet to a point;

THENCE NORTH $05^{\circ}20'27''$ EAST a distance of 251.61 feet to a point;

THENCE SOUTH $88^{\circ}09'55''$ EAST a distance of 215.98 feet to a point;

THENCE SOUTH $60^{\circ}28'56''$ EAST a distance of 209.78 feet to a point;

THENCE SOUTH $36^{\circ}06'08''$ WEST a distance of 260.35 feet to a point;

THENCE SOUTH $25^{\circ}32'40''$ WEST a distance of 125.00 feet to the point of beginning;

And we have considered and estimated that the damages sustained by all persons who have not waived damages in their several estates as follows:

NO AWARDS.

Explanation:

Approval of this Order would formally affect the layout and acceptance of Upland Drive and Strathmore Road by the Town for future maintenance and ownership.



Bridgewater Town Council

In Town Council, Tuesday February 24, 2015

Council Ordinance: D-2015-004

Introduced By: Town Manager
Date Introduced: February 24, 2015
First Reading: February 24, 2015
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Proposed Ordinance D-2015-004

Local Options Lodging Tax

Ordered that, that the Town Council of the Town of Bridgewater, Massachusetts in Town Council assembled vote to accept G.L. c. 64G, § 3A to impose a local room occupancy excise at the rate of 6 percent.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Order: O-2015-002

Introduced By:	Town Manager
Date Introduced	February 24, 2015
First Reading:	February 24, 2015
Second Reading:	
Amendments Adopted:	
Date Adopted:	

Order #O-2015-002

Lease Of Real Property By The Town Of Bridgewater (Prattown School, 40 Orange Street)

In Town Council, , 2015

ORDERED:

The Town Council of the Town of Bridgewater petitions the Great and General Court under the provisions of Section 8 of Article 89 of the Amendments to the Constitution of the Commonwealth of Massachusetts for an Act as follows:

AUTHORIZING THE TOWN OF BRIDGEWATER TO LEASE CERTAIN PROPERTY.

SECTION 1. Notwithstanding section 3 of chapter 40 of the General Laws, the town of Bridgewater, acting by and through its Town Council, may lease the town-owned property at 40 Orange Street, which is the site of the former Prattown School, to the Bridgewater Veterans of Foreign Wars Post 2125. The term of the lease shall be for not more than 20 years and any other terms and conditions of such lease shall be approved by a vote of Town Council provided, however that such terms and conditions shall be subject to section 2.

SECTION 2. Paragraphs (a), (b) and (g) of section 16 of chapter 30B of the General laws shall apply to the lease authorized by section 1. The parcel described in section 1 shall not be assigned to other, or sublet by any lessee without the prior written approval of the Town Council. Any further disposition of the parcel, other than that authorized by this act, shall be subject to chapter 30B of the General Laws and section 3 of chapter 40 of the general laws and any other applicable general law.

SECTION 3. This act shall take effect upon its passage.

The Town Manager is hereby authorized to agree to minor language changes that may be requested by the Senate or House Counsel.

Councilor



Bridgewater Town Council

In Town Council, Tuesday, February 24, 2015

Council Order: O-2015-003

Introduced By:	Councilor Pitta & Councilor Perry
Date Introduced	February 24, 2015
First Reading:	February 24, 2015
Second Reading:	
Amendments Adopted:	
Date Adopted:	

Order #O-2015-003

Development of Snow & Ice Removal Policies

Whereas, maintaining roadways during winter weather events is crucial to the safety of the people of Bridgewater.

Whereas, there are no documented standard policies and procedures for snow and ice plowing and removal in the Town of Bridgewater.

Therefore, it is Ordered that pursuant to Bridgewater Town Charter Section 2-6, the Town Manager shall develop and maintain Standard Operating Procedures (SOP) for snow and ice removal procedures. The Town Manager may, at his discretion, delegate all or some of this responsibility to appropriate department heads. The SOP shall include (but not limited to) equipment required (town & contract), staffing, procedures for evaluating and supervising active snow removal operations, and public safety considerations.

The SOP shall be completed no later than September 1st, 2015.