BRIDGEWATER TOWN COUNCIL

Tuesday, January 6, 2015
7:30 PM
BTV Studios
80 Spring Street, Bridgewater MA

MEETING AGENDA

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) December 16, 2014

B. ANNOUNCEMENTS FROM THE PRESIDENT

C. PROCLAMATIONS

D. CITIZEN OPEN FORUM

E. APPOINTMENTS

a) Middleboro Rotary Task Force – David Sbabo

F. HEARINGS

a) **7:40 p.m.:** Order #O-2014-025: Amend Loan Order O-2013-034: Academy Building Preservation & Restoration Project
At their meeting held 11/17/14 the Finance Committee voted 5-0 to approve this measure. The Council's Budget & Finance Committee voted 2-0to recommend approval on 12/2/14. This measure was advertised in the Enterprise on 12/23/14 and on the town's website for a public hearing. This measure may be finally considered this evening, at the conclusion of the hearing,

b) **7:45 p.m.:** Petition #P-2015-001: Transfer of a Class III Auto Dealer – Karl Irving, DBA Woods Auto Parts

G. LICENSE TRANSACTIONS

H. PRESENTATIONS - None

I. TOWN MANAGER'S REPORT

J. DISCUSSIONS

a) Administrative Code – (*President Wood)*

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION

a) Order #O-2014-028: Approval of Contracts for USW Professional Union
The Council's Contracts Committee will meet 1/6/15. Pending their disposition, this measure may be finally approved.

b) Order #O-2014-029: Approval of Contract for SEIU Clerical Union
The Council's Contracts Committee will meet 1/6/15. Pending their disposition, this measure may be finally approved

c) Order #O-2014-030: Approval of Contract for AFSCME
The Council's Contracts Committee will meet1/6/15. Pending their disposition, this measure may be finally approved

d) Transfer #T-2014-047: Animal Control Department Transfer
At their meeting held 12/22/14, the Finance Committee voted 7-0 to approve this measure. The Council's Budget & Finance Committee will meet 1/6/15. Pending their disposition, this measure may be finally approved

e) Transfer #T-2014-048: Payment of Prior Year Invoice for National Grid
At their meeting held 12/22/14, the Finance Committee voted 7-0 to approve this measure. The Council's Budget & Finance Committee will meet 1/6/15. Pending their disposition, this measure may be finally approved

f) Transfer #T-2014-049: Funding of Collective Bargaining Agreement – USW Professional Union
At their meeting held 1/6/15, the Finance Committee voted 7-0 to approve this measure. The Council's Budget & Finance Committee will meet 1/6/15. Pending their disposition, this measure may be finally approved

g) Transfer #T-2014-050: Funding of Collective Bargaining Agreement – SEIU Clerical Union
At their meeting held 12/22/14, the Finance Committee voted 7-0 to approve this measure. The Council's Budget & Finance Committee will meet 1/6/15. Pending their disposition, this measure may be finally approved

h) Transfer #T-2014-051: Funding of Collective Bargaining Agreement – AFSCME Laborers Union
At their meeting held 12/22/14, the Finance Committee voted 7-0 to approve this measure. The Council's Budget & Finance Committee will meet 1/6/15. Pending their disposition, this measure may be finally approved.

M. OLD BUSINESS

a) Ordinance #D-2014-009: Creation of a Department – DPW
This measure was not referred to any committee after being introduced on 11/18/14. This measure requires advertising, therefore may not be finally considered at this evening's meeting.

b) Ordinance #D-2014-010: Creation of a Department – Finance Department
This measure was not referred to any committee after being introduced on 11/18/14. This measure requires advertising, therefore may not be finally considered at this evening's meeting.

N. NEW BUSINESS

a) Ordinance D-2015-001: Enforcement Ordinance – Canine Control *(Town Manager)*

b) Ordinance D-2015-002: OPEB Trust *(Town Manager)*

c) Ordinance D-2015-003: Affordable Housing Trust (*Councilor Colombotos*)

d) Transfer T-2015-001: CPC Transfer – Recreational Needs Assessment (*Town Manager*)

O. CITIZEN COMMENTS

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Order: O-2014-025

Introduced By:	Town Manager
Date Introduced:	November 4, 2014
First Reading:	November 4, 2014
Second Reading:	December 2, 2014
Third Reading/Public Hearing:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Proposed Order O-2014-025

Amend Loan Order O-2013-034: Academy Building Preservation & Restoration Project

ORDERED, That Order #O-2013-034 of the Town Council adopted December 3, 2013 which appropriated $5,150,000 ($750,000 from the Community Preservation Act (CPA) Undesignated Reserve Account, $137,000 from the CPA Historical Reserve Account and $4,263,000 to be borrowed) to pay costs of renovating the Academy Building, so-called, be amended in its entirety to read as follows:

"That $5,150,000 is appropriated to pay costs of renovating the Academy Building, so-called, located at 66 Central Square, Bridgewater, MA, for historic preservation purposes within the meaning of Chapter 44B of the General Laws (the "Community Preservation Act"); that the Town Manager is authorized to contract with an Owner's Project Management firm, an Architectural firm and a General Contractor, and to expend for any reason, including bonding costs, all funds necessary to complete this project; that to meet this appropriation, $250,000 shall be transferred from the Budgeted Reserve Account established under the Community Preservation Act, $120,000 shall be transferred from the Historical Reserve Account established under the Community Preservation Act and the Treasurer, with the approval of the Town Manager, is authorized to borrow $4,780,000 pursuant to the Community Preservation Act, Chapter 44, Section 7(3A) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; and that the Town Manager is authorized to submit on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from The Commonwealth of Massachusetts, or the United States of America, under any private, state or federal programs including those in aid of Historic Preservation, and any such grants or gifts received by the Town on account of the project shall be deposited in the Undesignated Community Preservation Fund balance."

Explanation:
The affirmative vote of this measure would affect the necessary amendment to Loan Order O-2013-034.

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

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance Committee • Finance Committee • This measure has been duly advertised for a public hearing in the Enterprise on 12/23/14, therefore may be finally considered this evening.	• 12/2/14: Vote 2-0 recommend approval • 11/17/14: Vote 5-0 to approve.

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

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Order: #O-2014-028

Introduced By:	Town Manager
Date Introduced	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Order #O-2014-028

APPROVAL OF CONTRACT FOR UNITED STEELWORKERS (USW) PROFESSIONAL UNION

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement with the United Steelworkers Union, Local 16031.

Explanation:
The Town Manager negotiated an agreement with the United Steelworkers Union, Local 16031. An affirmative vote of the Council will approve the contract as presented. A subsequent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Council's Contracts Committee	• The Contracts Committee meets 1/6/15 and will provide disposition to full council on 1/6/15.

NOT FOR ACTION – FIRST READING ONLY

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Order: #O-2014-029

Introduced By:	Town Manager
Date Introduced	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Order #O-2014-029

APPROVAL OF CONTRACT FOR SEIU CLERICAL UNION

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement with the SEIU Union.

Explanation:
The Town Manager negotiated an agreement with the SEIU Union. An affirmative vote of the Council will approve the contract as presented. A subsequent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Council's Contracts Committee	• The Contracts Committee meets 1/6/15 and will provide disposition to full council on 1/6/15.

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

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Order: #O-2014-030

Introduced By:	Town Manager
Date Introduced	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Order #O-2014-030

APPROVAL OF CONTRACT FOR AFSCME LABORORS UNION

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement with the AFSCME Union.

Explanation:
The Town Manager negotiated an agreement with the AFSCME Union. An affirmative vote of the Council will approve the contract as presented. A subsequent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Council's Contracts Committee	• The Contracts Committee meets 1/6/15 and will provide disposition to full council on 1/6/15.

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

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Transfer: #T-2014-047

Introduced By:	Town Manager
Date Introduced:	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Proposed Transfer: T-2014-047

ANIMAL CONTROL DEPARTMENT 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 $6,009.30 from available funds in the FY15 Insurance operating budget account to Animal Control wages account, or take any other action relative thereto.

Explanation: The request is to transfer funds from the Insurance budget to Animal Control budget to pay for increased hours of the Animal Control Officer/Animal Inspector (from 19-29 per week). The Animal Control Officer/Animal Inspector has been working additional hours to keep up with the demands of the position.

The ACO/AI has filled a critical need in the Town from participating in dog hearings, instituting quarantines, performing kennel and barn inspections that have not been done in years, corralling unvaccinated animals (75 dogs this year alone), and providing assistance and education to the citizens of Bridgewater.

Committee Referrals and Dispositions:

Referral(s)	***Disposition(s)***
• Referred to Budget & Finance Committee	• Budget & Finance Committee meets 1/6/15 and will provide disposition to full Council on 1/6/15.
• Requires consideration by Finance Committee	• 12/22/14: Vote 7-0 to approve.

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

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Transfer: #T-2014-048

Introduced By:	Town Manager
Date Introduced:	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Proposed Transfer: T-2014-048

PAYMENT OF PRIOR YEAR INVOICE FOR NATIONAL GRID

ORDERED, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate from available funds in the FY15 Town Buildings operating budget to the Town Buildings budget account *Fuel & Electricity* the sum of $865.95 to pay for a prior fiscal year invoice or take any other action relative thereto.

Explanation: This payment is for a prior year invoice recently submitted by National Grid for the Academy Building.

Committee Referrals and Dispositions:

Referral(s)	***Disposition(s)***
• Referred to Budget & Finance Committee	• Budget & Finance Committee meets 1/6/15 and will provide disposition to full Council on 1/6/15.
• Requires consideration by Finance Committee	• 12/22/14: Vote 7-0 to approve.

ROLL CALL VOTE – REQUIRES 2/3 VOTE OF THOSE PRESENT AND VOTING.

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Transfer: T-2014-049

Introduced By:	Town Manager
Date Introduced:	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Transfer - #T-2014-049

FUNDING OF COLLECTIVE BARGAINING AGREEMENT for USW PROFESSIONAL UNION

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 $ 46,123.08 from the Stabilization to be distributed to various wage accounts to pay for salary increases of USW-Unit A and USW-Unit B employees, or take any other action relative thereto.

Explanation: The Town Manager settled a collective bargaining agreement with the United Steel Workers, professional union. The amounts of this transfer request will fulfill the town's FY15 contractual obligations.

Committee Referrals and Dispositions:

Referral(s)	***Disposition(s)***
• Referred to Budget & Finance Committee	• Budget & Finance Committee meets 1/6/15 and will provide disposition to full Council on 1/6/15.
• Requires consideration by Finance Committee	• 12/22/14: Vote 7-0 to approve.

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

Bridgewater Town Council

In Town Council, Tuesday January 6, 2015

Council Transfer: T-2014-050

Introduced By:	Town Manager
Date Introduced:	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Transfer - #T-2014-050

FUNDING OF COLLECTIVE BARGAINING AGREEMENT for SEIU CLERICAL UNION

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 $ 15,548.88 from the Stabilization to be distributed to various wage accounts to pay for salary increases of SEIU employees, or take any other action relative thereto.

Explanation: *The Town Manager settled a collective bargaining agreement with the SEIU, clerical union. The amounts of this transfer request will fulfill the town's FY15 contractual obligations.*

Committee Referrals and Dispositions:

Referral(s)	***Disposition(s)***
• Referred to Budget & Finance Committee	• Budget & Finance Committee meets 1/6/15 and will provide disposition to full Council on 1/6/15.
• Requires consideration by Finance Committee	• 12/22/14: Vote 7-0 to approve.

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

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Transfer: T-2014-051

Introduced By:	Town Manager
Date Introduced:	December 2, 2014
First Reading:	December 2, 2014
Second Reading:	January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Transfer - #T-2014-050

FUNDING OF COLLECTIVE BARGAINING AGREEMENT
for AFSCME LABORERS UNION

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 $ 31,574.12 from the Stabilization to be distributed to various wage accounts to pay for salary increases of AFSCME employees, or take any other action relative thereto.

Explanation: The Town Manager settled a collective bargaining agreement with the AFSCME, laborers union. The amounts of this transfer request will fulfill the town's FY15 contractual obligations.

Committee Referrals and Dispositions:

Referral(s)	***Disposition(s)***
• Referred to Budget & Finance Committee	• Budget & Finance Committee meets 1/6/15 and will provide disposition to full Council on 1/6/15.
• Requires consideration by Finance Committee	• 12/22/14: Vote 7-0 to approve.

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

Bridgewater Town Council

In Town Council, Tuesday, December 16, 2014

Council Ordinance: D-2014-009

Introduced By:	Councilor William Wood
Date Introduced:	November 18, 2014
First Reading:	November 18, 2014
Second Reading:	December 2, 2014
Third Reading:	December 16, 2014, January 6, 2015
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Proposed Ordinance D-2014-009

Creation of a Department
Department of Public Works (DPW)

Ordered that, the creation of a Department of Public Works is hereby established in accordance with Section 5-1 (b) of the Bridgewater Home Rule Charter, The Department of Public Works shall be structured and function as follows:

Operational Branch; Department of Public Works

The Department of Public Works, located in the Operational Branch, consists of five sub-departments: Roadways, Solid Waste, Structures and Grounds, Water Pollution Control, and Water Supply. The Department is under the management control of the Director of Public Works.

A. Mission. The Department's mission is to protect, preserve and improve the Town's infrastructure and related assets in a manner which meets and enhances the current and future social and economic needs of the community, contribute to a healthy, safe and quality environment for the Town's citizens and its visitors, to provide water service to the Town of Bridgewater, and a cost-effective and environmentally sound means of disposing of solid waste and wastewater.

B. Authorities and responsibilities. The Department operates pursuant to various state, federal and municipal laws: MGL c. 21, §§ 26 through 53, c. 83, and CMR 314 pertaining to sewage treatment and disposal, and storm water runoff; 310 CMR, Section 19, governing solid waste disposal; c. 85 and 90 governing highway and bridge traffic control, financing and repair; c. 114 concerning management and financing of cemeteries; c. 7, c. 149, § 44, c. 30B which regulates procurements; c. 131, § 40 and 310 CMR, Section 10, governing wetlands protection.

C. DPW Director, Roadway Superintendent, Solid Waste Director, Structures and Grounds Superintendant, Water Pollution Control Director, and Water Supply Director appointment. The Town Manager appoints a Roadway Superintendent, Solid Waste Director, Structures and Grounds Superintendant, Water Pollution Control Director, and Water Supply Director one of which may serve as the DPW Director. To the extent allowed by Massachusetts law, the same person may serve in more than one role. The Town Manager may appoint a separate DPW Director.

D. Authorities and Responsibilities.

(1) DPW Director: The Director provides centralized administrative and management to the six sub-departments and other Town departments. The Director formulates policy; provides procedural guidance; oversees operations procedures, procurement, department personnel, capital planning, and budgetary management; establishes and maintains community relations; and maintains continuous communication with the Town Manager.

(2) Roadway Sub-Department: Protect, maintain and improve the Town's roadway system, parking facilities, sidewalks, and town-owned storm water drainage facilities in a manner which promotes maximum infrastructure life span, oversee storm water testing and management, improves traffic flow and enhances both pedestrian and vehicle safety; plant, maintain, and, where necessary, remove Town shade trees; develop a tree planting and replacement program; provide snow removal services, and to provide a level of routine and emergency repairs to Town vehicles and equipment.

(3) Solid Waste Sub-Department: manages residential solid waste and certain hazardous waste collection programs; manages the recycling, solid waste, and hazardous waste collection center; promotes recycling programs; markets recyclable materials; coordinates with the SEMASS waste-to-energy plant (or other vendor) for transfer and disposal of solid waste; and coordinates a leaf and brush disposal program for residents.

(4) Structures and Grounds Sub-Department: protects and maintains the Town's municipal buildings and community facilities and resources; manage construction, renovation, and maintenance of facilities with a high priority on energy-efficiency and conservation; and coordinates with the Parks and Recreation Department for the care and maintenance of cemeteries and parks.

(5) Water Pollution Control Sub-Department: manages the wastewater collection and disposal system, including operation and maintenance of a wastewater treatment plant and septage processing facility, wastewater pumping stations, and gravity and force sewage collection mains; operation of an industrial pretreatment program and a laboratory for the testing of septage and sewage, and the effluent; maintenance of an accounts receivable and billing system for sewer use.

(6) Water Supply Sub-Department: provides commercial and residential properties in the Town of Bridgewater with a safe, efficient and effective means of obtaining drinking water; operates and maintains water treatment facility, pump stations, and distribution system; maintains accounts receivable and billing system for water use.

D. Interrelationships.

(1) Town Manager. In respect to the vast majority of activities, significant interaction is necessary.

(2) Other departments. As the Department services most departments, interaction is recurring, dependent upon the specific activity to be undertaken. The Department provides support to the Parks and Recreation Department and its volunteers.

(3) Multiple-member boards. The Department provides technical and administrative support to the Water and Sewer Board and the Traffic and Pedestrian Safety Committee.

Explanation: *The creation of a DPW will allow for enhanced operation effectiveness in the areas related to Roadways, Solid Waste, Water, and Structure & Grounds.*

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• 11/18/14, 12/2/14, 12/16/14: Measure not referred to any committee. Return to next agenda for full Council consideration. This measure requires advertising, therefore may not be finally considered this evening.	•

NOT FOR ACTION: REQUIRES ADVERTISING PENDING AMENDMENTS OFFERED AND ACCEPTED.

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Ordinance: D-2014-010

Introduced By:	Councilor William Wood
Date Introduced:	November 18, 2014
First Reading:	November 18, 2014
Second Reading:	December 2, 2014
Third Reading:	December 16, 2014, January 6, 2015
Amendments Adopted:	
Date Adopted:	
Date Effective:	

Proposed Ordinance D-2014-010

Creation of a Department

Finance Department

Ordered that, the creation of a Finance Department is hereby established in accordance with Section 5-1 (b) of the Bridgewater Home Rule Charter, The Finance Department shall be structured and function as follows:

Administrative Services Branch; Finance Department

The Finance Department, located in the Administrative Branch, consists of four sub-departments: Accounting, Tax Collection, Treasurer, and Assessor. The Department is under the management of the Finance Director.

A. Mission. The Department's mission is to provide financial and internal support to all municipal departments, providing the general public with departmental information, providing the Town Council and Town Manager oversight review, improving accessibility to local government and its services, and assuring adherence to municipal procurement laws and policies.

B. Authorities and Responsibilities. The Department operates pursuant to various state, federal and municipal laws: MGL c. 30, c. 30B, c. 39M, c. 149, c. 39, c. 40, c. 41, c. 43C, c. 44, c. 44B, c. 59.

C. Finance Department Director, Accountant, Collector/Treasurer, and Director of Assessing appointment. The Town Manager appoints a Town Accountant, Collector, Treasurer, and Director of Assessing, one of which may serve as the Finance Director. To the extent allowed by Massachusetts law, the same person may serve in more than one role. The Town Manager may appoint a separate Finance Director pursuant to MGL c. 43C, § 11. The Town Accountant operates pursuant to MGL c. 41, § 55, for the purpose of maintaining financial records, supervising and controlling all expenditures of Town funds, and all related work as required by law. The Town Collector-Treasurer is responsible for receipt of, and disbursement of, all monies of the Town. The Town Collector-Treasurer has all of the other powers and duties which are given to Town Collector-Treasurers by MGL c. 41, §§ 35 through 43A.

D. Authorities and Responsibilities.
(1) Finance Director: The Finance Director is responsible for providing administrative direction and control of the Finance Department, which consists of the Accounting, Assessing, Treasurer and

Tax Collecting. The Director of Finance participates as a member of the Town's negotiating team for the purposes of collective bargaining, is responsible for the annual and capital budget preparation, and oversees the adherence to procurement laws.

(2) Town Accountant: The Town Accountant is responsible for maintenance of all Town contracts and insurance policies, trust funds, and monthly financial reporting of revenues and expenditures. The Town Accountant examines the books and accounts of all Town officers, officers and committees entrusted with the receipt, custody or expenditure of money, and all original bills and vouchers on which money has been or may be paid from its treasury. The Town Accountant verifies the cash balance of each of such officers and committees by actual count of the cash and inserts in his annual report his certificate under oath of the facts so found. Additionally, he causes audits to be made annually of the accounts of the trustees of any property, the principal or income of which, in whole or in part, was bequeathed or given in trust for public uses for the benefit of the Town, or for the benefit of the inhabitants of the Town, and examines and estimates the funds, securities and evidences of property held by such trustees.

The Town Manager and other officers authorized to spend money shall approve and transmit to the Town Accountant as often as practicable but not less than once a month all bills, drafts, orders and payrolls chargeable to the respective appropriations of which they have the expenditure. The Town Accountant shall examine all such bills, drafts, orders and payrolls, and, if found correct, draws a warrant upon the treasury for the payment of the same, and the Treasurer pays no money from the treasury except upon such warrant approved by the Town Manager. The Town Accountant may disallow and refuse to approve for payment any claim as fraudulent, unlawful or excessive, and in such case shall file with the Town Treasurer a written statement of the reasons for such refusal.

The Town Accountant reviews compliance with Massachusetts procurement laws and Town policies concerning the procurement of goods and services.

The Town Accountant maintains a complete set of books and the accounts are kept, so far as practicable, in conformity with the classifications and forms prescribed law.

The Town Accountant participates actively in the development and review of all municipal budgets.

(3) Collector-Treasurer. The Collector-Treasurer receives and takes charge of all money and securities belonging to the Town. In accordance with the orders of the Town or its authorized officers, the Treasury pays out and accounts for all disbursements in behalf of the Town. The Collector-Treasurer is responsible for annually rendering a true account of all receipts and disbursements.

The Collector-Treasurer establishes and maintains an efficient cash management system, which includes monthly, quarterly projections of cash flow and disbursements. The Collector-Treasurer maintains professional investment policies and practices, and, with the approval of the Town Manager, is authorized to borrow monies for those projects authorized for funding by the Town Council. He is responsible for maintenance and operation of the Town's payroll system as well as the benefits management system, both coordinated with the Human Resources Department. The Collector-Treasurer pursues, with the assistance of the Town Attorney, all tax title processing.

The Collector-Treasurer collects all taxes, accounts and other sums payable to the town not otherwise specifically provided for, together with interest, costs and charges thereon.

(4) Principal Assessor. The Principal Assessor is responsible for administering Massachusetts Property Tax Laws effectively and equitably and for producing accurate and fair assessments of all property, both real estate and business personal property for approval by the Board of Assessors. The office also administers all real estate tax exemptions and abatements and excise tax abatements. The Principal Assessor is also responsible for submitting annually a Tax Rate

Recapitulation Sheet to DOR's Bureau of Accounts. This calculation is submitted to the Department of Revenue as evidence that the Town has a balanced budget within the limits of Proposition 2 1⁄2.

E. Organizational components.

(1) Accounting function. This component includes oversight for all financial transactions of the Town including Enterprise Fund operations Charitable Fund disbursements. This component maintains a comprehensive general ledger chart of accounts tracking all financial activity of the Town and provides expertise in the areas of accounts payable; sound accounting principles and techniques for all departments; and various internal and external financial reporting including the annual independent financial audit process and preparation of the Town's Comprehensive Annual Financial Report. The function interacts with all departments and many outside organizations. It provides departments with monthly budget reports, encumbrance status reports and processes all invoices for the Town. It conducts routine financial reconciliations with other Town functions, such as the Collections and Treasury. This function is responsible for providing all documentation for the annual audit process, assisting in the preparation of setting the tax rate, providing information for certification of free cash and surplus funds, preparing various state and federal financial reports, training on the Town financial management system for all departments and other financial information as the need arises.

(2) Budget function. This component includes assistance in the annual development of the capital and operating budgets for the Town and the capital budget for the Town's schools according to the Regional School Agreement. This function monitors the budget and produces annual financial reports there upon. This function also prepares an annual cost of service analysis, a five-year forecast in accordance with Article VI of the Town Charter, performs cost/benefit analysis, conducts training on the Town's financial management system for all departments and other special projects as the need arises.

(3) Treasury function. The functions of the Treasury include investment policies, cash management, debt management and collection of real estate liens. All activities are conducted with the objective of safeguarding principal, maintaining liquidity to meet the Town's operating needs while optimizing the yield to the fullest extent possible and minimizing risk. This component is also responsible for producing the Town payroll, wage reporting, paying over authorized deductions to appropriate vendors, and making timely payroll tax deposits. The Treasury also oversees the issuance and disbursement of all vendor checks and the issuance and servicing of the Town's bonds.

(4) Procurement function. The procurement function offers expertise to all Town departments in the procurement of goods and services to the departments of the Town to allow for the efficient expenditure of Town funds in accordance with MGL c. 30B, c. 30 § 39M, and c. 149. The Chief Procurement Officer (CPO) provides direction in the process of acquiring goods and services, suggestions for alternative products, using state contracts to avoid the duplicative bid process, assistance with surplus property disposal, and assistance in managing the interaction of vendors with the Town. The procurement program also manages the Town insurance policies and provides assistance with the Town's risk management activities in conjunction with other Town divisions.

(5) Assessing function. Assessing appraises each account or parcel of taxable property within the Town at its market value, so as to ensure an equitable distribution of the total tax burden within the Town. As the organizational component responsible for providing administrative support to the Board of Assessors, Assessing is responsible for appraisal of all property, both real and personal. It is responsible for carrying out its responsibilities under the Massachusetts General Laws, in particular Chapter 40, § 56, as it concerns the percentages of local tax levy for property; Chapter 41, §§ 24, 25, 25A, 26, 27, 28, 29, 30, 30A and 30B, as they concern the relating powers and duties of the Board, the appointment of Assistant Assessors, and the oath of office; Chapter 58 relating to the general provisions of taxation; Chapter 59, relating to the assessment of local taxation; Chapter 60A, relating to excise tax on registered motor vehicles; Chapter 60B, relating to excise tax on boats, ships and vessels; Chapter 61, relating to classification and taxation of forest land and forest products; Chapter 61A, relating to assessment and taxation of agricultural and horticultural land; Chapter 61B, relating to classification and taxation of recreational land; and Chapter 80, relating to the assessment of betterments.

F. Interrelationships.

(1) Town Manager. The Finance Director is responsible for management of the Town's financial resources. As such, all matters of a financial nature within the Town shall receive Finance Director and Town Manager approval. The Finance Director advises the Town Manager on all matters financial, so as to ensure the proper and efficient financial management of the Town. The Town Accountant, prior to approval from the Finance Director and the Town Manager, approves all warrants and other expenditures of Town funds and advises the Town Manager on the Town's financial policies. The Collector-Treasurer interacts with the Town Manager for the purposes herein stated, and further to ensure that the monies of the Town are properly managed through sound investment and disbursement practices. The Collector-Treasurer actively works with the Town Accountant and Town Manager in cash flow projections and long-term planning of expenditures and borrowing.

(5) Other departments. All organizational components, officers, boards or committees authorized to collect revenues, or expend same, interact with Finance for the purposes stated herein. As indicated, interrelationships shall occur throughout the Town, where matters of payroll, benefits management or other treasury or budgetary planning activities take place. As an integral part of the Administrative Branch, financial planning matters within the Finance Department are primary.

(6) Multiple-member boards. Finance Department interacts with the Board of Assessors, the Financial Committee, and the Town Council through it Budget and Finance Committee and other Boards and Commissions as requested.

Explanation: *It has been noted in past audits of the need to create a Finance Department for the efficient flow of work within the Town of Bridgewater. .*

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• 11/18/14, 12/2/14 & 12/16/14: Measure not referred to committee. Return to next agenda for full council consideration. Requires advertising, therefore may not be finally considered this evening.	•

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Ordinance: D-2015-001

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

Proposed Ordinance D-2015-001

Enforcement Ordinance – Canine Control

Ordered that, that the Town Council of the Town of Bridgewater, Massachusetts in Town Council assembled vote to amend the Bridgewater General Bylaws amending section XXXXIII, Dog Bylaw:

CANINE CONTROL

Section 1.Dogs

A. Nuisance and Dangerous Dogs

1. Definitions.

a. a. Nuisance dog is a dog that:

i. by excessive barking or other disturbance is a source of annoyance to a sick person residing in the vicinity;

ii. by excessive barking, causing damage or other interference, behaves in a manner that a reasonable person would find disruptive to quiet and peaceful enjoyment; or

iii. has threatened or attacked livestock, a domestic animal, or a person in a manner not grossly disproportionate under all the circumstances.

b. Dangerous dog is a dog that either:

i. without justification, attacks a person or domestic animal causing injury or death; or

ii. behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.

c. No dog shall be deemed dangerous:

i. solely based upon growling, barking, or both;

ii. based upon the breed of the dog; or

iii. if, at the time of the incident in question, the dog was reacting to another animal or person in a manner not grossly disproportionate to any of the following circumstances:

a. the dog was protecting or defending itself, its offspring, another domestic animal, or a person from attack or assault;

b. the person attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;

c. the person attacked or threatened was engaged in teasing, tormenting, battering, assaulting, injuring, or otherwise provoking the dog; or

d. at the time of the attack or threat, the person or animal attacked or threatened had breached an enclosure or structure, including but not limited to a gated and fenced-in area, in which the dog was kept apart from the public, without being authorized to do so by the owner of the premises.

A child under age 7 shall be rebuttably presumed not to have been committing a crime, provoking the dog, or trespassing at the time of the attack or threat.

2. Complaint. Any person may file a written complaint with the Town Manager's Office that a dog kept in the Town is a nuisance dog or a dangerous dog.

3. Disposition. The Town Manager's Office shall investigate or cause to be investigated the complaint, including an examination under oath of the complainant at a public hearing. Based on credible evidence and testimony presented at the public hearing, the Town Manager or its designee (hereinafter referred to as the "Hearing Authority") shall take the following action:

a. Nuisance dog. If the dog is complained of as a nuisance dog, the Hearing Authority shall either (a) deem the dog a nuisance dog; or (b) dismiss the complaint.

b. Dangerous dog. If the dog is complained of as a dangerous dog, the Hearing Authority shall either (a) deem the dog a dangerous dog; (b) deem the dog a nuisance dog; or (c) dismiss the complaint.

c. Report to Town Clerk. The Hearing Authority shall report any finding that a dog is a nuisance dog or a dangerous dog to the Town Clerk.

d. Order valid throughout Commonwealth. Unless later overturned on appeal, any order of the Hearing Authority shall be valid throughout the Commonwealth.

4. Remedies.

a. Nuisance dog. If the Hearing Authority has deemed the dog a nuisance dog, it may order the owner or keeper of the dog to take remedial action to ameliorate the cause of the nuisance behavior.

b. Dangerous dog. If the Hearing Authority has deemed the dog a dangerous dog, it may order one or more of the following remedies:

i. that the dog be humanely restrained, but no order shall require a dog to be chained or tethered to an inanimate object such as a tree, post, or building;

ii. that the dog be confined to the premises of the owner or keeper, meaning securely confined indoors or confined outdoors in a securely enclosed pen or dog run area that has a secure roof, has either a floor secured to all sides or is embedded into the ground for at least two feet, and provides the dog with proper shelter from the elements;

iii. when removed from the premises of the owner or keeper, the dog be securely and humanely muzzled and restrained with a chain or other tethering device with a maximum length of three feet and a minimum tensile strength of three hundred pounds;

iv. that the owner or keeper provide (i) proof of insurance of at least $100,000 insuring the owner or keeper against any claim, loss, damage, or injury to persons, domestic animals, or property resulting from the intentional or unintentional acts of the dog; or (ii) proof that reasonable efforts were made to obtain such insurance;

v. that the owner or keeper provide to the Town Clerk, the Animal Control Officer, or other entity as directed with identifying information for the dog including but not limited to photographs, videos, veterinary records, tattooing, microchip implantations, or a combination of these;

vi. that the dog be altered so as not to be reproductively intact, unless the owner or keeper provides evidence of a veterinary opinion that the dog is medically unfit for such alteration; or

vii. that the dog be humanely euthanized.

c. Restrictions following dangerousness finding.

i. No dog that has been deemed dangerous shall be ordered removed from the Town.

ii. No person over the age of 17 who has actual knowledge that a dog has been deemed dangerous under this ordinance shall permit a child under the age of 17 to own, possess, or have care or custody of that dog.

iii. No person shall transfer ownership or possession of a dog that been deemed dangerous under this Bylaw or offer such dog for sale or breeding without informing the recipient of the dog of the finding of dangerousness.

iv. If a hearing authority or a district court has deemed a dog to be a dangerous dog and such dog wounds a person or worries, wounds or kills any livestock or fowl, the owner or keeper of the dog shall be liable in tort to the person injured by the dog for three times the amount of damages sustained by such person.

5. Appeal. Within 10 days after an order has been issued under this ordinance, the owner or keeper of such dog may bring a petition in the district court within the judicial district in which the order relative to the dog was issued, addressed to the justice of the court praying that the order be reviewed by the court or a magistrate of the court. After notice to all parties, the magistrate shall, under MGL c. 221, section 62C, review the order of the hearing authority, hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. A party shall have the right to request a de novo hearing on the complaint before a justice of the court. All proceedings referred to under this section of the ordinance (Section 5, Appeal) shall be held in compliance with Massachusetts General Laws Chapter 140, Section 157.

6. Impoundment Pending Appeal.

    a. Order of impoundment. Pending an appeal, the Hearing Authority may petition the district court for an order to impound the dog at a shelter facility used by the Town. Failure to request such impoundment will not result in liability for the Town, the Hearing Authority, or any of the Town's agents or employees. The district court shall consider this petition in accordance with MGL c. 140, section 157.

    b. Costs of impoundment during appeal process.

        i. If the district court affirms the Hearing Authority's order of euthanasia, the owner or keeper shall reimburse the Town for all reasonable costs incurred for the housing and care of the dog during the period of impoundment. The Town may recover unpaid charges by any of the following methods: (a) a lien on any real property owned by the owner or keeper of the dog; (b) an additional, earmarked charge on the vehicle excise of the owner or keeper of the dog; or (c) a direct bill sent to the owner or keeper of the dog.

        ii. If the district court reverses the Hearing Authority's order of euthanasia, the Town shall pay all reasonable costs incurred for the housing and care of the dog during the period of impoundment.

7. Penalties.

    a. Seizure/impoundment. If an owner or a keeper of a dog is found in violation of an order issued under this section, the dog shall be subject to seizure and impoundment by a law enforcement or animal control officer. If it is the keeper in violation, all reasonable efforts shall be made to notify the owner of such seizure and impoundment and the owner may, within seven days, petition the Hearing Authority for return of the dog.

    b. Capture/euthanasia. A dog found to be in violation of a Hearing Authority order or district court issued under this section may be captured or detained by a police officer, animal control officer, or constable. In the case of a threat to public safety or of the dog is living in a wild state, the police officer, animal control officer, or constable may euthanize it humanely.

    c. Fines/imprisonment. A dog owner or keeper who fails to comply with an order of a Hearing Authority or the district court issued under this section may be punished by a fine of not more than $500 or imprisonment in a jail or house of correction for not more than 60 days, or both for a first offense or by a fine of not more than $1,000 or

imprisonment in a jail or house of correction for not more than 90 days, or both for a second or subsequent offense.

d. Future licensure. Any owner or keeper who fails to comply with an order of a Hearing Authority or the district court issued under this section shall be prohibited from licensing a dog within the Commonwealth for five years.

B. Chaining or Tethering Dogs

1. No person owning or keeping a dog shall chain or tether a dog to a stationary object including, but not limited to, a structure, dog house, pole or tree for longer than 24 consecutive hours. A tethering so employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and no logging chains or other lines or devices not designed for tethering dogs shall be used. No chain or tether shall weigh more than 1/8 of the dog's body weight. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of 6 months shall be tethered outside for any length of time.

2. A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

   a. inside a pen or secure enclosure, if the following conditions are met:

      i. the pen or secure enclosure shall have adequate space for exercise with a dimension of at least 100 square feet; provided, however, that commercial dog kennels with pens intended for the temporary boarding of dogs shall be exempt from this requirement;

      ii. the pen or secure enclosure is constructed with chain link or other similar material as determined by the Building Inspector, with all four sides enclosed; and

      iii. the minimum height of the fence shall be adequate to successfully confine the dog;

   b. a fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or

   c. a trolley system or a tether attached to a pulley in a cable run, if the following conditions are met:

      i. only 1 dog shall be tethered to each cable run;

      ii. the tether shall be attached to a properly fitting collar or harness worn by the dog, with enough room between the collar and the dog's throat through which 2 adult fingers may fit; provided, however, that a choke collar and a pinch collar shall not be used to tether a dog to a cable run;

      iii. there shall be a swivel on at least 1 end of the tether to minimize tangling of the tether;

      iv. the tether and cable run must each be at least 10 feet in length. The cable must be mounted at least 4 feet but not more than 7 feet above ground level; and

v. the length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times as described herein; provided, however, that a trolley system or tether shall be of appropriate configuration to confine the dog to the owner's, guardian's or keeper's property, to prevent the trolley system or tether from extending over an object to an edge that could result in injury to or strangulation of the dog and to prevent the trolley system or tether from becoming tangled with other object or animals.

3. A person owning or keeping a dog confined outside in accordance with this section shall provide the dog with access to clean water and appropriate dog shelter. The dog shelter shall allow the dog to remain dry and protected from the elements and shall be fully enclosed on at least three sides, roofed and have a solid floor. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of weather elements. The shelter shall contain clean bedding and shall be small enough to retain the dog's body heat and large enough to allow the dog to stand, lie down and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage shall be provided so that water, ice or waste is not standing in or around the shelter.

4. No person owning or keeping a dog shall leave a dog chained or tethered outside for longer than 24 consecutive hours.

5. Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding or herding cattle or other livestock or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

6. No person owning or keeping a dog shall subject the dog to cruel conditions or inhumane chaining or tethering at any time. For the purposes of this subsection, "cruel conditions and inhumane chaining or tethering" shall include, but not be limited to, the following conditions:

    a. filthy and dirty confinement conditions including, but not limited to, exposure to excessive animal waste, garbage, dirty water, noxious odors, dangerous objects that could injure or kill a dog upon contact or other circumstances that could cause harm to a dog's physical or emotional health;

    b. taunting, prodding, hitting, harassing, threatening or otherwise harming a tethered or confined dog; and

    c. subjecting a dog to dangerous conditions, including attacks by other animals.

7. A person who violates this section shall, for a first offense, be issued a written warning or punished by a fine $50, for a second offense, be punished by a fine of $100 and for a third or subsequent offense, be punished by a fine of $300, and be subject to impoundment of the dog in a local shelter at the owner's or guardian's expense pending compliance with this section, or loss of ownership of the dog.

8. Any fine issued under the aforementioned Section B. "Chaining and Tethering" may be assessed through non-criminal process in accordance with M.G.L. Ch. 40, Section 21 D. Each day on which any such violation continues shall be considered a separate violation of this section. The availability of non-criminal process herein shall not preclude the use of criminal process or other means of enforcement.

Section 2. Leashing of Dogs

A. **Leash Required.** No person owning or keeping a dog in the Town of Bridgewater shall permit such dog to be at large in the Town of Bridgewater elsewhere than on the premises of the owner or keeper, except if it be on the premises of another person with the knowledge and permission of such other person.

Such owner or keeper of a dog in the Town of Bridgewater, which is not on the premises of the owner or upon the premises of another person with the knowledge and permission of such person shall restrain such dog by a chain or leash not exceeding six feet in length. In any prosecution hereunder, the presence of such dog at large upon premises other than the premises of the owner or keeper of such dog shall be prima facie evidence that such knowledge and permission was not had.

This provision shall not apply, however, in any area designated by the Parks and Recreation Department as a "Dog Park", "Dog Run" or "Dog Exercise Area".

In areas so designated, dogs are not required to be restrained by a leash provided the owner or keeper of such dog is present and attentive to the dog. The Park and Recreation Department may designate a dog park, dog run, or dog exercise area only if same is enclosed by appropriate fencing to preclude the escape of any dog into any other area of the park or playground not so designated as a dog park, dog run, or dog exercise area.

B. **Enforcement.** Any dog found to be at large in violation of this ordinance shall be caught and confined by the dog officer who shall notify forthwith the licensed owner or keeper of said dog giving the owner or keeper a period of seven days within which to recover the dog.

Return of the dog to the licensed owner or keeper shall be dependent on admission of ownership or the keeping of the dog and the assumption of responsibility by the licensed owner or keeper.

The dog officer shall enter and prosecute a complaint against the owner or keeper of any dog taken into his custody under this section, as provided for in this ordinance.

A dog officer having custody of a dog confined under this ordinance shall be allowed the sum of $40 per day for each day of confinement for the care of such dog, payable by the owner or keeper thereof to the Town of Bridgewater.

C. **Fines**

Violations of this Section (Section 2) of this Article shall be punishable as follows:

First offense by a fine of $75.00

Second offense by a fine of $100.00

Third offense by a fine of $150.00

Fourth and each subsequent offense by a fine of $200.00

Any fine issued under this Section may be assessed through non-criminal process in accordance with M.G.L. Ch. 40, Section 21 D. Each day on which any such violation continues shall be considered a separate violation of this section. The availability of non-criminal process herein shall not preclude the use of criminal process or other means of enforcement.

Section 3. No Fouling of Sidewalks, Etc.

A. **Duty to Dispose.** It shall be the duty of each person who owns, possesses or controls a dog to remove and dispose of any feces left by his-her dog on any sidewalk, street or other public area in the Town. It shall further be the duty of each person who owns, possesses or controls a dog to remove and dispose of any feces left by his-her dog on any private property neither owned nor occupied by said person.

B. **Duty to Possess Means of Removal.** No person who owns, possesses, or controls such dog shall appear with such dog on any sidewalk, street, park or other public area without the means of removal of any feces left by such dog.

   Furthermore, no person who owns, possesses, or controls such dog shall appear with such dog on any private property neither owned nor occupied by said person without the means of removal of any feces left by said dog.

C. **Method of Removal and Disposal.** For the purposes of this regulation, the means of removal shall be any tool, implement, or other device carried for the purpose of picking up and containing such feces, unexposed to said person or the public.

   Disposal shall be accomplished by transporting such feces to a place suitable for the disposal of canine feces, or as otherwise designated as appropriate by the Board of Health.

D. **Fines.**

   Violation of Section 3 of this Article shall be punishable as follows:

   First offense by a fine of $75.00

   Second offense by a fine of $100.00

   Third and each subsequent offense by a fine of $150.00

   Any fine issued under this section may be assessed through non-criminal process in accordance with M.G.L. Ch. 40, Section 21 D. The availability of non-criminal process herein shall not preclude the use of criminal process or other means of enforcement.

E. **Exemption.** This regulation shall not apply to a dog accompanying any handicapped person who, by reason of his-her handicap, is physically unable to comply with the requirements of this Ordinance, or to any individual who utilizes a guide dog.

F. **Severability.** The provisions of this section are severable; and if any of the provisions of this section shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

Section 4. Licensing

A. Licensing Requirement.

   1. License required. The owner or keeper of any dog over the age of six months kept in the Town of Bridgewater shall obtain a license for the dog from the Town Clerk.

2. Annual renewal. Licenses issued under this section shall be renewed on an annual basis in accordance with procedures to be determined by the Town Clerk.

3. Transfer. Within 30 days of moving into the Town within a licensing period, the owner or keeper of a dog must apply to the Town Clerk to transfer the dog's license. The Town Clerk shall issue a transfer license for a fee and in accordance with procedures that the Town Clerk shall determine.

B. Conditions.

1. Rabies vaccination. The Town Clerk shall not grant a license unless (i) the license applicant provides a veterinarian's certification or notarized letter that the dog has been vaccinated against rabies; or (ii) the dog is exempted from the vaccination requirement by the Town of Bridgewater Health Department or the Town Clerk in accordance with MGL c. 140, section 145B.

2. Control. Any license granted under this section is granted on the condition that the licensed dog shall be controlled and restrained from killing, chasing, or harassing livestock or fowl.

3. Previous conviction of animal cruelty. Town Clerk shall not grant a license under this section or Section 5, below, to an applicant who has been convicted of one or more of the offenses set forth in MGL c. 140, section 137D within the preceding five years.

C. License Forms.

1. Symptoms of rabies. Every license issued to the owner of a dog shall have a description of the symptoms of rabies printed thereon, as supplied by the state Department of Public Health.

2. Description of dog. The owner of a dog to be licensed under this section may add to the license application form up to ten descriptive words indicating the dog's color, breed, weight, or any special markings.

D. Tags.

1. Issuance. Along with the license, the Town Clerk shall issue a durable tag inscribed with the license number, designation of the Town of Bridgewater, and the year of issue.

2. Affixed to dog. The owner or keeper of the licensed dog shall keep a collar or harness of leather or other suitable material affixed around the dog's neck or body to which the tag shall be securely attached.

3. Lost tags. If the tag is lost or destroyed, the owner or keeper shall immediately secure a substitute tag from the Town Clerk for a fee to be determined by the Town Clerk.

E. Exemptions. The requirements of this section shall not apply: (1) to a person to whom the applicable kennel license has been issued under this ordinance and remains in force; or (2) to a dog housed in a research institution.

F. Fees.

1. Annual license fees. The annual license fees are as follows:

a. female: $20

b. spayed female: $15

c. male: $20

d. neutered male: $15

To be charged the lower fee for licensing a spayed or neutered dog, the license applicant must provide proof of spay or neuter in the form of either: (a) a certificate from the veterinarian who spayed or neutered the dog; (b) a veterinary bill for performing the procedure; or (c) a statement signed under the penalties of perjury by a veterinarian registered and practicing in the Commonwealth describing the dog and stating that the veterinarian has examined the dog and that the dog appears to be spayed or neutered and therefore incapable of propagation.

2. Failure to comply; penalties.

    a. Penalty for failure to comply with licensing requirements. Failure to comply with this section shall be punishable by a fine of $50.

    b. Additional late fees. Failure to comply with this section within 45 days of the date that the licensing or re-licensing obligation arises shall be punishable by a fine of $50 and failure to comply with this section within 90 days of the date that the licensing or re-licensing obligation arises shall be punishable by an additional fine of $50.These late fees shall be in addition to any other applicable penalty provided for in this ordinance.

3. Waiver of fees.

    a. Service animal. No fee shall be charged for the licensure of a service animal as defined by the Americans with Disabilities Act or regulations promulgated thereunder.

    b. Owner aged 70 and over. If the Town so votes in accordance with MGL c. 140, section 139(c), no fee shall be charged for the licensure of a dog owned by a person aged 70 years and older.

4. No refund of fees. No license fee paid under this section shall be refunded, in whole or in part, due to mistake or due to the subsequent death, loss, spay or neuter, removal from the Town or the Commonwealth, or other disposal of the licensed dog; and

Section 5. Kennels

A. Personal Kennel (Kennel A)

1. License optional (Kennel A-1). An owner or keeper of four or fewer dogs, three months or older, may elect to secure a Personal Kennel License from the Town Clerk rather than licensing each dog under Section 4, above.

2. License mandatory (Kennel A-2). An owner or keeper of five or more dogs, three months or older, must secure a Personal Kennel License from the Town Clerk or other type of kennel license as may be applicable under this section.

3. Definition. A Personal Kennel is a pack or collection of five or more dogs (or fewer dogs, as in the case of a License-Optional Personal Kennel (Kennel A-1) as defined above at Section 5.A.1), three months or older, owned or kept under single ownership for private personal purposes.

4. Breeding. Breeding of dogs owned or kept under a Personal Kennel License may be done only for the purpose of improving, exhibiting, or showing the breed; for legal sporting activity; or for other personal reasons.

5. Sales allowed. Dogs bred at a Personal Kennel may be sold, traded, bartered, or otherwise distributed only by private sale to other breeders or individuals and not to wholesalers, brokers, or pet shops.

6. Sales prohibited, restricted. No holder of a Personal Kennel License may sell, trade, barter, or otherwise distribute any dog not bred from a personally owned dog, except dogs temporarily housed at a Personal Kennel in conjunction with an animal shelter or rescue program registered with the state Department of Agricultural Resources if the sale, trade, barter, or other distribution is not for profit.

B. Other Types of Kennels.

1. Commercial Boarding or Training Kennel (Kennel B) is an establishment used for boarding, holding, day care, overnight stays, or training of animals that are not the property of the owner of the establishment where such services are rendered for a fee or other consideration and generally rendered in the absence of the owner of the animal. A "Commercial Boarding or Training Kennel" shall not include an animal shelter or animal control facility, a pet shop licensed by the state Director of Animal Health, a grooming facility operated solely for the purpose of grooming animals and not for overnight boarding, or an individual who temporarily and not in the normal course of business boards or otherwise cares for animals owned by others.

2. Commercial Breeder Kennel (Kennel C) is an establishment, other than a Personal Kennel, engaged in the business of breeding animals for sale or exchange to wholesalers, brokers, or pet shops for a fee or other consideration.

3. Domestic Charitable Corporation Kennel (Kennel D) is a facility operated, owned, or maintained by a domestic charitable corporation registered with the state Department of Agricultural Resources or an animal welfare society or other nonprofit organization incorporated for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals, including a veterinary hospital or clinic operated by or under the supervision of a licensed veterinarian that operates consistent with such purposes while providing veterinary treatment and care.

4. Veterinary Kennel (Kennel E) is a veterinary hospital or clinic that boards dogs for reasons in addition to medical treatment and care; a "Veterinary Kennel" shall not include a hospital or clinic used solely to house dogs that have undergone veterinary treatment or observation or will do so only for the period of time necessary to accomplish that veterinary case.

C. License Requirements

1. License required. A person or entity maintaining any type of kennel listed in this section (except a License-Optional Personal Kennel (Kennel A-1) as defined above at Section 5.A.1) shall obtain the appropriate kennel license from the Town Clerk and in accordance with procedures that the Town Clerk shall determine.

2. Renewal. Licenses issued under this section shall be renewed periodically in accordance with a schedule and procedures to be determined by the Town Clerk.

3. License fees, calculation, exemption. The fees for licenses issued under this section will be established by the Town Clerk. For purposes of calculating kennel license fees, only dogs over the age of six months shall be counted in the total number of dogs kept in a kennel. No kennel license fee shall be charged to a domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect, abuse, or suffering.

4. Licensing inspection. No kennel license shall be issued or renewed until a kennel has passed inspection by the Town Animal Control Officer or designee.

5. Failure to comply, penalty. Failure to comply with the licensing requirements of this section shall be punishable by a fine of $50.

D. Kennel Operation.

1. Standards. Kennels must be operated and maintained in a sanitary and humane manner.

2. Records. The name and address of the owner of each dog kept in a kennel, other than dogs belonging to the person maintaining the kennel, shall be kept at the kennel and available for inspection at any time.

3. Kennel tags. A holder of a kennel license shall cause each dog kept in its kennel to wear, while in the kennel, a collar or harness of suitable material to which a tag shall be securely attached.

   This tag shall be inscribed with the number of the kennel license, name of the Town of Bridgewater, and year of issue. Such tags shall be issued by the Town Clerk in such number as the number of dogs kept in the kennel.

4. Inspections. The Chief of Police, the Animal Control Officer, the Health Agent or the agent of any of these ("Inspecting Authority") may inspect any kennel at any time for compliance with the above requirements.

5. License suspension, revocation. If the Inspecting Authority determines that the kennel is not being maintained in a sanitary or humane manner or if records are not properly kept, the Inspecting Authority may revoke or suspend the kennel license.

E. Citizen Complaints.

1. Filing. Twenty-five citizens of the Town may file a petition with the Town Manager stating that they are aggrieved or annoyed to an unreasonable extent due to excessive barking or other conditions associated with a kennel.

2. Hearing. Within seven days of the filing of such petition, the Town Manager or its designee ("Hearing Authority") shall give notice to all interested parties of a public hearing concerning the petition to be held within fourteen days after the date of the notice.

3. Investigation. At the hearing, the Hearing Authority may cause an investigation of the kennel that is the subject of the petition or take such other action as it deems prudent.

4. Disposition. Following the public hearing and any investigation or other proceedings, the Hearing Authority may suspend or revoke the kennel license, may take other such action to regulate the kennel that it deems prudent, or may dismiss the petition. The Hearing Authority shall cause written notice of any order issued under this section to be mailed immediately to the holder of the kennel license and the Town Clerk.

5. Appeal. Within ten days of the issuance of any order under this paragraph, the holder of the affected license may bring a petition for judicial review in the district court for the judicial district in which the kennel is located, which shall consider the petition in accordance with MGL c. 140, section 137C.

6. Penalties. A person maintaining a kennel after revocation or during suspension of a license under this section shall be punished by a fine of $250."

Section 6. Enforcing Authorities

Any police officer of the Town, the Health Agent or the Animal Control Officer of the Town many enforce the provisions of this Article as well as those articulated under Massachusetts General Laws.

Section 7. Non-Criminal Dispositions

Fines assessed under Sections 2, 3, 4 and 5 of this bylaw, as previously stated herein, may be assessed through non-criminal process in accordance with Massachusetts General Laws Chapter 40, Section 21 D. The availability of non-criminal process under this article shall not preclude the use of criminal process or other means of enforcement.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Ordinance: D-2015-002

Introduced By:	Town Manager
Date Introduced:	January 6, 2015
First Reading:	January 6, 2015
Second Reading:	
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
ESTABLISHEMENT 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 herby 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 entitles 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 so 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 make 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)**
•	•

Bridgewater Town Council

In Town Council, Tuesday, January 6, 2015

Council Ordinance: D-2015-003

Introduced By:	Councilor Peter Colombotos
Date Introduced:	January 6, 2015
First Reading:	January 6, 2015
Second Reading:	
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)**
•	•