

TOWN OF BRIDGEWATER

OFFICE OF THE TOWN COUNCIL



Budget & Finance Committee Meeting Virtual Meeting via Zoom© Agenda

Committee Members:

*Dennis Gallagher, Chair
At-Large Councilor*

*Shawn George, Member
District 3 Councilor*

*Matthew Rushton, Member
At-Large Councilor*

Location: Virtual Via Zoom©

To Attend Via Video, Click the Link Below:

[Click here to Join Budget & Finance Committee Meeting - 10/19/20](#)

Call In: 1-646-876-9923

Meeting ID: 974 2570 5181

Date & October 19, 2020

Time: 7:00 p.m.

Agenda

- A. Call to Order
- B. Approval of Minutes:
 - September 21, 2020
- C. Legislation Referred:
 - O-FY21-018: Old High School Purchase and Sale Agreement Ratification - Bridgewater, Raynham Regional School District
- D. Public Comment
- E. Adjourn



Bridgewater Town Council

In Town Council, Tuesday, October 6, 2020

Council Order: O-FY21-018

Introduced By: Town Manager
Date Introduced: October 6, 2020
First Reading: October 6, 2020
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY21-018

OLD HIGH SCHOOL PURCHASE AND SALE AGREEMENT RATIFICATION - BRIDGEWATER, RAYNHAM REGIONAL SCHOOL DISTRICT

ORDERED, in accordance with section 4-2 of the Bridgewater Home Rule Charter, that the Town Council assembled vote to ratify the negotiated agreement governing the terms and conditions of the purchase of property and improvements known as the Old High School (166 Mt. Prospect Street).

Explanation: *The Town Manager has negotiated an agreement with the Town of Raynham and the Regional School District. An affirmative vote of the Council will approve the agreement as presented. A subsequent transfer request will fund the appropriation thereof.*

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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**AGREEMENT BETWEEN AND AMONG THE MEMBER TOWNS OF THE
BRIDGEWATER-RAYNHAM REGIONAL SCHOOL DISTRICT AND THE
BRIDGEWATER-RAYNHAM REGIONAL SCHOOL DISTRICT**

This Agreement (“Agreement”) is entered into this ____ day of October 2020, by and between the Town of Bridgewater, a body politic and corporate located in the Commonwealth of Massachusetts with an address of Academy Building, 66 Central Square, Bridgewater, MA 02324 (hereinafter “Bridgewater”), the Town of Raynham, a body politic and corporate located in the Commonwealth of Massachusetts, with an address of 558 South Main Street, Raynham, MA 02767 (hereinafter “Raynham”), and the Bridgewater-Raynham Regional School District (hereinafter “District”), a body politic and corporate, having an address of 166 Mount Prospect Street, Bridgewater, MA 02324, which joins in this Agreement for purposes of acknowledging the direction of its Member Towns and agreeing to carry out the conveyances required hereunder.

RECITALS

Whereas, in 1958 the Town of Bridgewater adopted an Order of Taking, and paid certain financial awards, for over 20 acres of land in Bridgewater bordered by Centre Street, Mount Prospect Street, Union Street, and Pleasant Street. Such Order of Taking is recorded at the Plymouth County Registry of Deeds at Book 2618, Page 349 (hereinafter “Taken Land”); Whereas, by Deed dated June 14, 1960, the Town of Bridgewater, by and through its Board of Selectmen, conveyed the Taken Land to the Bridgewater-Raynham Regional School District (hereinafter “District”). See Deed recorded at the Plymouth County Registry of Deeds at Book 2786, Page 263.

Whereas, by Deed dated August 10, 1960, just over 3 acres of land located on the easterly side of Centre Street in Bridgewater was conveyed to the District. See Deed recorded at the Plymouth County Registry of Deeds at Book 2794, Page 435.

Whereas, the Member Towns, through the District, built a high school on said land that served the District and its Member Towns for nearly 50 years (the Taken Land, the 3 +/- acres, and the high school building are hereinafter collectively referred to as “Old High School”);

Whereas, the Regional School District built a new high school on land located on the westerly side of Center Street, northerly of Swift Ave, and easterly of North Street in Bridgewater (“New High School Property”);

Whereas, shortly after construction of the New High School, which was completed in 2007, Bridgewater made improvements to the Old High School that totaled over Seven Million Three Hundred Thousand Dollars (\$7,300,000), has used the Old High School as a Middle School, and has been responsible for all costs and expenses related to the Old High School. The District uses the premises as District Offices;

Whereas, the Regional School District Agreement does not address any compensation to be paid from one Member Town to another or to the District upon transfer of premises among the parties;

Whereas, Bridgewater and Raynham have sought to reach agreement among themselves and with the Bridgewater-Raynham School District as to the transfer of the Old High School to Bridgewater and consideration to be paid to Raynham, either directly or indirectly, including the formation of a Committee and multiple meetings;

Whereas, the parties seek to avoid the expense and uncertainty of litigation; and

Whereas, the parties have agreed on terms and conditions that will allow for the transfer of the Old High School from the Bridgewater-Raynham School District to Bridgewater and consideration to be paid directly to the Town of Raynham by Bridgewater;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the undersigned for themselves, their successors and assigns, agree as follows:

1. Recitals. The contents of the recitals set forth above are incorporate herein.
2. Payments. Bridgewater shall pay to the Town of Raynham consideration in the amount of Seven Hundred Thousand Dollars (\$700,000) to be paid as follows: For seven (7) years commencing with Fiscal Year 2021, the Town of Bridgewater shall pay to the Town of Raynham by July 15 of each year the amount of Seventy Thousand Dollars (\$70,000). Thereafter, for five (5) years commencing with Fiscal Year 2028, the Town of Bridgewater shall pay to the Town of Raynham by July 15 of each year the amount of Forty-Two Thousand Dollars (\$42,000) Nothing in this agreement shall prohibit the early payment of any outstanding sum.
3. Conveyances. The District shall convey to Bridgewater by Quitclaim Deed(s), conveying clear and marketable title, on or before the thirtieth (30th) day following the final execution of this Agreement all the property and improvements thereon known as the Old High School.
 - a. Included in the conveyance as part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the District and used in connection therewith.
 - b. The District represents and warrants to Bridgewater that, to the best of the District's knowledge, information and belief; (a) there are no underground fuel storage tanks on the Premises; (b) chlordanes has not been used as a pesticide on the Premises; (c) there has been no release of any "hazardous materials," "hazardous substances" or "oil" on, from or near the Premises; (d) there is no litigation or proceedings, pending or threatened, against or relating to the Premises; (e) the Premises and the present uses thereon are not in violation of the provisions of any covenant, municipal, county, state or federal codes, ordinances, statutes, by-laws, rules or regulations relating to zoning, building, environmental, land use, wetlands or health matters, including, but not limited to any violations of MGL c. 21E, nor has the District received any notice from any municipal,

county, state or federal agency asserting or alleging that the Premises may be in violation of the same. The provisions of this paragraph shall survive the delivery of the deed called for herein.

4. Security Agreement. Within thirty days of the signing of this agreement, the Town of Bridgewater agrees to execute a mutually acceptable security agreement which shall secure performance under this agreement.

5. Full and final resolution. This Agreement constitutes full and final agreement of Bridgewater, Raynham, and the District on all issues relating to the Old High School and each party releases the others from any and all claims related thereto.

6. Assignment. No party to this Agreement shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all the other parties.

7. Amendment. This Agreement may be amended only by a writing signed on behalf of Bridgewater, Raynham, and the District duly authorized thereunto.

8. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

10. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

11. Notices. Any notice permitted or required hereunder to be given or served on any party shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Bridgewater:

Town of Bridgewater
Town Manager
66 Central Square
Bridgewater, MA 02324

Town of Raynham:

Town of Raynham
Town Administrator
558 South Main Street
Raynham, MA 02767

Bridgewater-Raynham School District:

Bridgewater-Raynham Regional School District
Superintendent
166 Mt. Prospect Street
Bridgewater, MA 02324

or to their successors.

12. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between or among the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by any other party or by anyone acting or purporting to act for such other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Bridgewater:

Michael Dutton, Town Manager

Town of Raynham:

Patricia Riley, Chair, Board of Selectmen

Joseph Pacheco, Vice Chair, Board of Selectmen

Richard Schiavo, Clerk, Board of Selectmen

ACKNOWLEDGMENT BY BRIDGEWATER RAYNHAM SCHOOL DISTRICT

The Bridgewater-Raynham Regional School District, by its duly elected School Committee, hereby acknowledges the agreements of its Member Towns set forth above and agrees to carry out such terms and conditions.

Michael Dolan, Chair, School Committee

Rachel King, Vice Chair, School Committee Member

Lilian Holbrook, School Committee Member

Anthony Ghelfi, School Committee Member

Kevin Moreira, School Committee Member

Richard Florence, School Committee Member

Susan Prewandowski, School Committee Member

Jason Hammond, School Committee Member