Town of Bridgewater

Town Council

May 6, 2025
7:00 PM
66 Central Square
Academy Building
Council Chamber - Second Floor
The Town Council meeting is being streamed Live via You Tube.
Go to the Town of Bridgewater Facebook Page for the link.

MEETING AGENDA

Due to Massachusetts Open Meeting Law requirements, discussions will not take place during Public Comment periods. If appropriate, responses to questions and concerns will be given by the Town Manager at a future Town Council meeting.

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) April 22, 2025 Meeting Minutes

B. ANNOUNCEMENTS FROM THE PRESIDENT

a) Outgoing Presidential Remarks

b) Reorganization of the Council: Elect President and Vice President

c) Reorganization of Council Seats

C. PROCLAMATIONS

D. CITIZEN OPEN FORUM

E. APPOINTMENTS

F. HEARINGS

a) Budget Order O-FY26-001: FY2026 Annual Town Budget
This hearing has been duly advertised in the Enterprise and on the Town's website. All orders relative to the FY2026 budget may be finally voted this evening and are itemized under L: Legislation for Action. Budget & Finance voted 3-0 to recommend at their 4/14/25 meeting. Finance Committee meeting 5/5/25

G. LICENSE TRANSACTIONS

H. PRESENTATIONS

I. TOWN MANAGER'S REPORT

a) Update on Hydrant Flushing Schedule

J. DISCUSSIONS

a) Override Education Discussion

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION

a) Budget Order O-FY26-002: FY26 Water Enterprise Fund
Budget and Finance voted 3-0 to recommend at their 4/14/25 meeting. Finance Committee meeting 5/5/25.

b) Budget Order O-FY26-003: FY26 Sewer Enterprise Fund
Budget and Finance voted 3-0 to recommend at their 4/14/25 meeting. Finance Committee meeting 5/5/25.

c) Budget Order O-FY26-004: FY26 Transfer Station Enterprise Fund
Budget and Finance voted 3-0 to recommend at their 4/14/25 meeting. Finance Committee meeting 5/5/25.

d) Budget Order O-FY26-005: Authorization of Revolving Funds
Budget and Finance voted 3-0 to recommend at their 4/14/25 meeting. Finance Committee meeting 5/5/25.

e) Order O-FY25-057: BAA Collective Bargaining Contract Ratification
Budget and Finance meeting 5/6/25 prior to Town Council meeting. Finance Committee meeting 5/5/25.

f) Order O-FY25-058: BAA Collective Contract Appropriation Transfer
Budget and Finance meeting 5/6/25 prior to Town Council meeting. Finance Committee meeting 5/5/25.

g) Order O-FY25-059: Acceptance of Hanson Farm Conservation Restriction
Budget and Finance meeting 5/6/25 prior to Town Council meeting. Finance Committee meeting 5/5/25.

M. OLD BUSINESS

N. NEW BUSINESS

a) Budget Order O-FY26-006: CPA Reserve Accounts - FY2026

b) Order O-FY25-060: Capital Plan Transfers for FY2026

c) Order O-FY25-061: Contractual Buyouts

d) Order O-FY25-062: Loan Authorization: Plymouth Street Wells Project

e) Resolution R-FY25-012: Resolution on FY26 School District Budget Funding

O. CITIZEN COMMENTS

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT

Town of Bridgewater

Town Council

April 22, 2025
7:00 PM
The Town Council meeting was streamed Live via You Tube.

MEETING MINUTES

Due to Massachusetts Open Meeting Law requirements, discussions will not take place during Public Comment periods. If appropriate, responses to questions and concerns will be given by the Town Manager at a future Town Council meeting.

CALL TO ORDER

Town Council to order at 7:00pm on Tuesday, April 22, 2025 in the Council Chambers.

Present: Fred Chase, Sonya Striggles, Mary McGrath, Kevin Perry, Mark Linde, Adelene Ellenberg, Johnny Loreti and Paul Murphy.

Also in attendance was Acting Town Manager Blythe Robinson and Town Attorney Jason Rawlins.

Councilor Perry read the names of veterans who have recently passed away and held a moment of silence:

- Michael B. Lynch, US Marines & Army. Passed away on April 4th.

APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) April 8, 2025 Meeting Minutes
Councilor Murphy made a motion to approve the meeting minutes of April 8, 2025, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

ANNOUNCEMENTS FROM THE PRESIDENT

Town Clerk Tina Larson made an announcement that the 2025 Street Listing is available. $20 for a printed copy. This weekend is the Town Election. Polls are open from 7am to 8pm at the Middle School. 221 people have received ballots. Absentee ballots are available until noon on Friday. After that you must vote in person at the Middle School.

PROCLAMATIONS

a) Recognition of Lt. Scott Hile of the Bridgewater Police Department
Dr. Perry read the proclamation of Lt. Scott Hile into the record and presented the Proclamation to Lt. Hile and thanked him for his dedication and achievement of graduating from the FBI Academy.

Lt. Hile thanked everyone for their support while he was attending the FBI academy.

Chief Delmonte noted that Lt. Hile was selected by candidates across the Country.

b) Arbor Day: April 25, 2025
Councilor Chase read the Proclamation regarding Arbor Day into the record and presented it to Nicole Holmes of the Tree Committee.

CITIZEN OPEN FORUM

- Nicole Holmes, 80 Old Farm Road: thanked the Councilors for the Arbor Day proclamation and noted the importance of Arbor Day. Cottage Street playground trees will be replanted by the Tree Committee this Friday. Congratulated the Middle School 5th Graders for participating in the Arbor Day poster contest.
- Ray Ajamian, Aldrich Road: driving force behind the Tree Committee is Nicole Holmes.
- Chris Ajamian, Aldrich Road: Today is Earth day and there is a webinar on April 30th regarding Water. *Send email to councillors and Tina*

Councilor Linde made a motion to suspend the Council rules and allow an out of town person to speak. This was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

- Kate, 2014 Graduate lives in Boston. Her parents live at 135 Jennifer Circle: described her time at BR High School and what she has been able to do with her education.
- Ashley Mallard, 270 Grange Road: noted that Kate was her student and she reached out and asked what she could do. 76 members will be laid off and hits will most likely be at the High School. Loss of electives, cut off language to two years, sports fees $1,000 per sport. Business department, Art Department, ELA, will be cut.
- Frank Sousa, 596 Main Street: spoke about housing issues in Bridgewater and the high cost for seniors. Noting that the Accessory Dwelling should be 900 square feet not 800 square feet as recommended by the Planning Board.
- Janet Hanson, Pleasant Street: hoping the prop 2 ½ will not be approved tonight to go on the ballot and there is a discussion. Is this a band aid, want to see those numbers. What does it mean per tax payer. Confused about Accessory Dwelling units, does not agree with making it 900 square feet.
- Sean Kennedy, 487 Summer Street: a request by a councilor was submitted but denied by the council. Divide the proposition 2 ½.
- Kimberly Burke, 14 Heather Lane: spoke about the Pride Flag and comments made at the 4/8/25 meeting by a councilor.
- Brad McKinnon, 86 Spring Street: spoke about various residents who have made it in sports, spoke about the cleaning of Bridgewater and Saturday and thanked those that showed up. Why aren't we flushing hydrants?
- Greg Martin, 493 High Street: spoke about veterans suicide and how it lives here in Bridgewater and that they host monthly meetings. Mr. David Sulthalter turned 98 last week and wished him a Happy

Birthday. On April 30th there will be a Veterans event at the Riv being sponsored by the Greater Women's Club.

- Christine Behnke, 36 Magnolia Way: spoke about the school committee that was held last week and the impact of the override failing. Teacher positions would be cut, mostly at the high school level which will lead to more study halls per day.
- Sam Baumgarten, 60 Short Street: thanked the council for being welcoming, listening to the comments. Spoke about the passing of the Flag Resolutions which will show how welcoming Bridgewater is.

APPOINTMENTS

a) Joshua Earley - DEIB Term of 2025-2026
Councilor Chase made a motion to approve the appointment of Joshua Earley to the DEIB Committee, which was duly seconded by Councilor Striggles.

Councilor Ellenberg noted that there should not be a DEI committee because that will make us unable to get federal grants. Voting against his appointment.

A Roll-call vote was taken with the results as follows: Loretti – Yea; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 7-1.

b) Kathleen Reid - SAVE Committee Term of 2025-2028
Councilor Striggles made a motion to approve the appointment of Kathleen Reid to the SAVE Committee, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

c) Amanda Metell - Zoning Board of Appeals Alternate Member Term of 2025-2028
Councilor Striggles made a motion to approve the appointment of Amanda Metell to the Zoning Boards of Appeals, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

d) Jane Marochino - Elder Affairs Commission Term of 2025-2028
Councilor McGrath made a motion to approve the appointment of Jane Marochino to the Elder Affairs Commission, which was duly seconded by Councilor Linde.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

e) Stephen Dempsey - Tree Committee Term of 2025-2028
Councilor Linde made a motion to approve the appointment of Stephen Dempsey to the Tree Committee, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

f) Thomas Pratti - Planning Board Term of 2025-2030
Councilor Striggles made a motion to approve the appointment of Thomas Pratti to the Planning Board, which was duly seconded by Councilor McGrath.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

HEARINGS

a) Order O-FY25-036: Laying Out and Accepting a Private Way - Firefly Lane
***Public Hearing**: Advertised in the 4/11/25 Enterprise. Planning Board recommended with a condition at their 2/19/25 meeting.*
Councilor Perry opened the public hearing at 7:50pm
Attorney Daniel Viera spoke on behalf of the Petitioner. Firefly Lane is a road that has been constructed with the Rules and Regulations of the Town.
Councilor Perry asked if there were any general questions from the public. No one spoke.
Councilor Perry asked if anyone wished to speak in favor. No one spoke.
Councilor Perry asked if anyone wished to speak in opposition. No one spoke.
Councilor Perry asked if there were any questions from the Town Council. None
Councilor Perry closed the public hearing at 7:52pm.

Councilor Striggles made a motion that the laying out of Firefly Lane is required by common convenience and necessity, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

Councilor Striggles made a motion to approve Order O-FY25-036, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

b) Petition P-2025-020: Petition for National Grid and Verizon New England Inc. Joint or Identical Pole Location – Stetson Street
***Public Hearing**: Advertised in the 4/11/25 Enterprise*
Councilor Perry opened the public hearing at 7:54pm
Riordan Hoffman from National Grid noted that this was needed for the safety of the public and National Grid.
Councilor Perry asked if there were any general questions from the public. No one spoke.
Councilor Perry asked if anyone wished to speak in favor. No one spoke.

Councilor Perry asked if anyone wished to speak in opposition. No one spoke.
Councilor Perry asked if there were any questions from the Town Council. None
Councilor Perry closed the public hearing at 7:55pm.

Councilor Linde made a motion to approve Petition P-2025-020, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

c) Proposed Zoning Ordinance D-FY25-014: Zoning Amendment for Accessory Dwelling Units
***Public Hearing**: Advertised in the 4/11/25 Enterprise.*
Councilor Perry opened the public hearing at 7:55pm
Councilor Perry noted that the zoning ordinance was at the request from the Planning Board because of State Law going into effect.
Councilor Perry asked if there were any general questions from the public. No one spoke.
Councilor Perry asked if anyone wished to speak in favor. No one spoke.
Councilor Perry asked if anyone wished to speak in opposition. No one spoke.
Councilor Perry asked if there were any questions from the Town Council. None

Councilor Perry closed the public hearing at 7:58pm.

Councilor Murphy made an amendment to change "800" to "900" on page 67, which was duly seconded by Councilor Linde.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

Councilor Striggles made a motion to approve Zonin Ordinance D-FY25-014 with the amendment, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

LICENSE TRANSACTIONS – None

PRESENTATIONS – None

TOWN MANAGER'S REPORT

a) Fire Station Update
Town Manager Robinson noted that work is going well, mechanical, electrical and plumbing going in. Budget on track, things moving along well.

Councilor McGrath asked what the complete date as and Town Manager Robinson noted that it would be either the end of 2025 or early 2026.

Councilor Murphy asked that Town Manager Robinson check on the hydrant flushing schedule and update at the next meeting.

DISCUSSIONS – None

COMMITTEE REPORTS – None

LEGISLATION FOR ACTION

a) Order O-FY25-048: Contract Ratification - Town Manager
Councilor Murphy noted that he had the pleasure of speaking with the potential incoming Town Manager regarding the contract. Very fair, very open and looking forward to working with him.

Councilor Chase made a motion to approve Order O-FY25-048, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – No; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 7-1.

b) Order O-FY25-049: Order Approving a Tax Increment Financing (TIF) Agreement for the Development Project at 70-86 Broad Street

Order has been withdrawn

c) Order O-FY25-050: Acceptance of Donation - Bridgewater Firefighter's Association
Councilor Linde made a motion to approve Order O-FY25-050, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

d) Order O-FY25-051: Transfer Order - Flag Pole
Councilor Ellenberg asked how much has been raised and who is holding the money. Councilor Perry noted that the person who is handling the fundraiser is very trustworthy and about $4,000 has been raised so far.

Councilor Striggles made a motion to approve Order O-FY25-051, which was duly seconded by Councilor Chase.

Councilor Loreti asked why the Finance Committee did not approve. Councilor Linde noted that there was not a lot of discussion and they just voted opposite.

Councilor McGrath noted that maybe a store or something could sponsor it. Councilor Perry noted that this could be taken up at a later date and to speak with the fundraising people.

Councilor Chase urged the council to approve, spent months discussing flags and flag poles. These funds are from FY25 and have been budgeted.

Councilor Linde noted that the funds are in this fiscal years budget and we should move forward with this.

Councilor Ellenberg noted that she has had quite a few constituents asking why are spending money on flag poles when we are asking for an override.

A roll-call was taken with the results as follows: Loretti – No; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 6-2.

e) Order O-FY25-052: Acceptance of Executive Office of Energy & Environmental Affairs MVP Grant for Hanson Farm Conservation Restriction Purchase
Councilor Linde made a motion to approve Order O-FY25-052, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

f) Order O-FY25-053: Acceptance of Grant - High Street Dam - Town River Restoration
Councilor Linde made a motion to approve Order O-FY25-053, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

g) Order O-FY25-054: Transfer Order - Conservation Easement/Restriction - Hanson's Farm
Councilor Linde made a motion to approve Order O-FY25-054, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passed 8-0.

h) Order O-FY25-055: Proposition 2 1/2 Ballot Question
Councilor Perry noted that they would take each section one by one and vote on the amount.

Councilor Perry noted that the School Committee is looking for $6,034,614.95 and suggested that the number not be changed.

Councilor Ellenberg made a Charter Objection. Attorney Rawlins noted that the Charter Objection is out of order because it should have been made at the first reading which was at the last council meeting.

<u>Discussion on “To Fund Critical Roadway Repairs”</u>

Councilor Perry noted that residents are looking to see road improvements made. Adding to the budget that would be there year to year that could take care of some road improvements.

Town Manager Robinson noted that communities that put aside extra funds to help with road repair help with maintaining.

Councilor Murphy suggested that $500k would be a good starting point for road repair and then 2.5% could be added annual.

Councilor Chase noted that he understands the reluctance to take a bite at the big number but would be able to provide on an annual basis to help with the road repair. The 6 roads need full depth reconstruction (under the surface). Not sure where we can find $50M without adding to an override. Maybe not include roads in the override and look at a debt exclusion.

Councilor Linde noted that he thinks Councilor Murphy's idea is a great compromise.

Councilor Murphy asked how much Bridgewater received in Chapter 90 money and Finance Director Guerrini noted that it was about $1.2M.

Councilor Linde asked if road repair could be bonded and Finance Director Guerrini noted that the Town could authorize to bond and it would come out of the operating budget and once bonded the taxpayers would be billed.

Councilor Loreti noted that he was concerned that this council will be putting it towards roads but if another council comes in they may not want to use it for roads. Councilor Murphy noted that an Order or Resolution could be created to make sure that the funds are only used for roads.

Councilor Striggles noted that she is agreeable to putting something in there because it is better than nothing.

Councilor Chase made a motion to change the dollar amount on the "Fund Critical Roadway Repairs" line item to $1M, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – No; Ellenberg – No; Murphy – No; Perry – Yea; Linde – No; Chase – Yea; Striggles – No; McGrath – No,
Motion failed 2-6.

Councilor Striggles made a motion to change the dollar amount on the "Fund Critical Roadway Repairs" line item to $500k, which was duly seconded by Councilor Murphy.

A voice vote was taken with the results as follows: Loretti – No; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 6-2.

<u>Discussion on "To Fund Schools"</u>

Councilor McGrath noted that she does not know the teachers salary, bus maintenance, etc and does not know why we can't get a line item budget. Would like a little more time to pass the school budget, residents are asking questions.

Councilor Striggles noted that the working group will not be meeting until 5/1. The group will be meeting after to get the information out to the public.

Councilor Perry noted that the Council has been presented with a number and if override gets voted to the ballot then we are hoping to get the numbers out there to the public.

Councilor Linde made a motion to suspend the Council Rules to allow Tim Fitzgibbons to speak, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – No,
Motion Passed 6-2.

School Committee Chair Tim Fitzgibbons noted that the assessment is 3% to Bridgewater which is about $1M each year, not $4M each year. Regional School District sent a budget and the Town Council either rejects or accepts the budget. If rejected there are events that can take place. Urge you to take the number that the Town Manager has recommended and send to the voters.

Councilor Ellenberg asked Mr. Fitzgibbons how negotiations are going with the teachers and are they going above 2.5%. Mr. Fitzgibbons noted that he is part of the negotiating committee and will not be discussing it in an open meeting.

Councilor Linde asked what would happen if the school budget was $5M instead of $6M. Mr. Fitzgibbons noted that the school committee certified a budget, you can either approve or deny the amount.

Councilor Striggles noted that residents would like to see a 5 year projection, is that something that can be readily available? Mr. Fitzgibbons noted that he would speak with the Superintendent.

Councilor Loreti noted that he would also like to see a plan, looking at high increases but how can we be assured that it will work year after year.

Councilor Striggles made a motion to approve the amount of $6,034,614.95 for the School, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – No; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea
Motion Passed 6-2.

<u>Discussion on Town Budget Cuts:</u>

Councilor Murphy made a motion to change the dollar amount on the "Restore Budgetary Cuts Services FY2026" line item to $422,658.33, which was duly seconded by Councilor Striggles.

Councilor Murphy noted that he has spent significant time with the Town Manager and does not know how other councilors handled the budget/override.

A voice vote was taken with the results as follows: Loretti – No; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 6-2.

Discussion on "To Add Services to Meet Community Demands"

Councilor Murphy made a motion to change the dollar amount on the "Add Services to Meet Community Demands" line item to $783,156.72, which was duly seconded by Councilor Chase.

Councilor McGrath noted that the Town needs to take care of police, fire and senior center.

Councilor Perry noted that he would like to see four firefighters added.

Councilor Murphy withdrew his motion.

Councilor Perry made a motion to change the dollar amount on the "Add Services to Meet Community Demands" line item to $1,050,999.05, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

Councilor Linde made a motion to amend the override number to $8,008,272.33, which was duly seconded by Councilor Murphy.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

Councilor Chase made a motion to put forth the override question as one question, which was duly seconded by Councilor Murphy.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

Councilor Linde made a motion to extend the Town Council meeting past 10:00pm, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

Councilor Chase made a motion to approve Order O-FY25-056, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

i) Order O-FY25-056: 2025 Special Election Warrant - June 21, 2025
Councilor Chase made a motion to approve Order O-FY25-055 with the amendment. This was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

j) Resolution R-FY25-009: A Resolution in Recognition of Pride Month
Councilor Chase noted that for the past four years the Town Council has approved this request and hope we stand by and approve again this evening.

Councilor Ellenberg noted that we need to take into account the tax payers and if the town was to be sued.

Councilor Chase noted that there has never been any such lawsuit again the town and there is a flag raising ordinance.

Councilor McGrath made a motion to amend 1) in paragraph 2 change “haven” to “town”; 2) in paragraph 2 delete the word “all” between where and individuals; and 3) in paragraph 5, remove “for all” at the end. This was duly seconded by Councilor Loreti.

A roll-call was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – No; Perry – No; Linde – No; Chase – No; Striggles – No; McGrath – Yea,
Motion failed 3-5.

Councilor Chase made a motion to approve Resolution R-FY25-009, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results as follows: Loretti – No; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 6-2.

k) Resolution R-FY25-010: A Resolution Honoring Juneteenth
Councilor Striggles made a motion to approve Resolution R-FY25-010, which was duly seconded by Councilor Chase.

Councilor Ellenberg noted that she is against Resolution and the Purple Heart Flag Resolutoin.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 7-1.

l) Resolution R-FY25-011: A Resolution Honoring Purple Heart Month
Councilor Striggles made a motion to approve Resolution R-FY25-010, which was duly seconded by Councilor Linde.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 7-1.

OLD BUSINESS - None

NEW BUSINESS

a) Order O-FY25-057: BAA Collective Bargaining Contract Ratification
Councilor Linde made a motion to refer Order O-FY25-057 to Budget & Finance and Finance Committee, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

b) Order O-FY25-058: BAA Collective Contract Appropriation Transfer
Councilor Linde made a motion to refer Order O-FY25-058 to Budget & Finance and Finance Committee, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

c) Order O-FY25-059: Acceptance of Hanson Farm Conservation Restriction
Councilor Linde made a motion to refer Order O-FY25-059 to Budget & Finance and Finance Committee, which was duly seconded by Councilor Chase.

A voice vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

d) Resolution R-FY25-012: Resolution on FY26 School District Budget Funding
This will be postponed until the next meeting.

CITIZEN COMMENTS

- Laurene Powers, Sunrise Drive: thanked the councilors for approving the flag raising.
- Ashley Mallard, Grange park: asked that the resolution regarding the letter not be approved. Trust the voters. Cutting off an option that the school committee would have.
- Sean Kennedy, 487 Summer Street: 6.3 of the Charter – was there enough information to vote on. 2.7c of the Charter, noted Charter violations.
- Brad McKinnon, 86 Spring Street: 1) Bridgewater was founded on June 3rd and we need to have a Bridgewater Day. 2) Businesses don't want to come to Bridgewater because of the tie in rates.
- Beryl Domingo, 36 Saddle Drive: spoke about the Pride flag and how it feels safe for LGBTQ community. Thanked the Council for their hard work.
- Janet Hanson, Pleasant Street: thought the flags would be a once and done deal and they would not have to come up every year. Thank you and good luck on Saturday.

- Christine Behkne, 36 Magnolia Way: thanked the councils for coming up with the numbers to the Town.
- Dr. Thomas, 72 Magnolia Way: thanked the councils and noted that flags should be considered because they are flown in front of Town Hall.

COUNCIL COMMENTS

- Councilor McGrath: noted that First Responders Day is this Saturday and thanked everyone for coming out.
- Councilor Striggles: noted that she is honored to sit with Councilors Chase, Perry and Loreti and wished them luck on Saturday.
- Councilor Chase: thanked all the citizens who have come forward to voice their concerns and opinions. Covered a lot of ground this evening, supportive of the override. Reminded voters about the election this coming Saturday 7am to 8pm.
- Councilor Linde: thanked the citizens for coming to the meetings. Thanked those that came out for the clean-up and thanked Brad McKinnon for setting it up.
- Councilor Murphy: thanked the councilors, good discussion on the override number. Excited about the new Town Manager. Will set up some welcoming events for his first few weeks. Thanked everyone for clean-up day. Encourage everyone to attend First Responders Day and to get out and vote.
- Councilor Ellenberg: thanked everyone for coming out.
- Councilor Loreti: thanked the current council for serving over the last few months. Hope to see everyone out to vote and First Responders Day on Saturday.
- Councilor Perry: thanked all the council members for their discussion this evening. Thanked for the town clean-up. Thanked the council for working with him this year as Council President.

EXECUTIVE SESSION

a) Executive Session under MGL Chapter 30A, Section 21(a) (3) to discuss strategy with respect to collective bargaining with the Bridgewater Administrative Association as an open meeting may have a detrimental effect on the bargaining position of the public body.

Councilor Perry read the executive session wording into the record.

Councilor Murphy made a motion to enter into Executive Session, which was duly seconded by Councilor Chase.

A roll-call vote was taken with the results as follows: Loretti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea,
Motion passes 8-0.

ADJOURNMENT

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	4/8/2025
First Reading:	4/8/2025
Second Reading:	5/6/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Budget Order O-FY26-001: FY2026 Annual Town Budget

Ordered that to provide for the payment of certain expenses of the Town for the fiscal year ending June 30, 2026;

The town will raise and appropriate and vote into tax, to be assessed per law and/or appropriate and transfer from the following available funds:

Ambulance Receipts Reserved the amount of	$2,184,000
Title V the amount of	$128,326
Enterprise Funds the amount of	$727,457
Conservation Receipts Reserved the amount of	$30,000
Energy Funds the amount of	$150,000
Elm Street DIF	$768,813
Golf	$400,000
Other Financing Source Total	**$4,388,596**

For the operation of the Town and further such appropriation in the sum of $74,054,906 be fore personal services, general expenses, principal and interest, for such purposes, each department and group being considered a separate appropriation shown attached.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 4/14/25: Voted 3-0 to recommend

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

• Finance Committee	• 4/28/25: Voted BLANK to recommend

Attachments: 1. FY26 GF Budget Order 04.01.25

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Town of Bridgewater

Town Manager's
FY 2026 General Fund Operating Budget
04/01/25

DEPT #	DEPARTMENT	GROUP	GROUP DESCRIPTION	Sum of FY 2026 TM BUDGET
111	TOWN COUNCIL	1.0	SLRY/WGS/BNFTS	69,386
		2.0	EXPENSES	10,300
	TOWN COUNCIL Total			**79,686**
123	TOWN MANAGER	1.0	SLRY/WGS/BNFTS	507,527
		2.0	EXPENSES	51,497
	TOWN MANAGER Total			**559,024**
132	RESERVE FUND	2.0	EXPENSES	60,000
	RESERVE FUND Total			**60,000**
133	FINANCIAL ADMINISTRATION	1.0	SLRY/WGS/BNFTS	507,567
	FINANCIAL ADMINISTRATION Total			**507,567**
135	ACCOUNTANT	1.0	SLRY/WGS/BNFTS	523,033
		2.0	EXPENSES	69,100
	ACCOUNTANT Total			**592,133**
141	ASSESSORS	1.0	SLRY/WGS/BNFTS	239,214
		2.0	EXPENSES	85,345
	ASSESSORS Total			**324,559**
145	TREASURER	1.0	SLRY/WGS/BNFTS	398,658
		2.0	EXPENSES	55,872
	TREASURER Total			**454,530**
151	LAW	1.0	SLRY/WGS/BNFTS	107,625
		2.0	EXPENSES	30,330
	LAW Total			**137,955**
152	HUMAN RESOURCES	1.0	SLRY/WGS/BNFTS	90,804
		2.0	EXPENSES	42,250
	HUMAN RESOURCES Total			**133,054**
155	IT	1.0	SLRY/WGS/BNFTS	305,604
		2.0	EXPENSES	489,330
	IT Total			**794,934**
161	TOWN CLERK	1.0	SLRY/WGS/BNFTS	228,046
		2.0	EXPENSES	74,170
	TOWN CLERK Total			**302,216**
166	PARKING	1.0	SLRY/WGS/BNFTS	15,375
		2.0	EXPENSES	750
	PARKING Total			**16,125**
182	CED	1.0	SLRY/WGS/BNFTS	325,844
		2.0	EXPENSES	36,515
	CED Total			**362,359**
192	TOWN BUILDINGS	1.0	SLRY/WGS/BNFTS	38,861
		2.0	EXPENSES	569,328
	TOWN BUILDINGS Total			**608,189**
210	POLICE	1.0	SLRY / WGS / BNFTS	6,685,175
		2.0	EXPENSES	319,501
	POLICE Total			**7,004,676**
220	FIRE	1.0	SALRY / WGS / BENFT	6,518,179

Town of Bridgewater

Town Manager's
FY 2026 General Fund Operating Budget
04/01/25

DEPT #	DEPARTMENT	GROUP	GROUP DESCRIPTION	Sum of FY 2026 TM BUDGET
220	FIRE	2.0	EXPENSES	379,998
	FIRE Total			**6,898,177**
240	INSPECTIONAL SVCS	1.0	SLRY/WGS/BNFTS	371,604
		2.0	EXPENSES	13,250
	INSPECTIONAL SVCS Total			**384,854**
292	ANIMAL CONTROL	2.0	EXPENSES	75,000
	ANIMAL CONTROL Total			**75,000**
300	B/R REGIONAL DIST	2.0	EXPENSES	38,194,498
	B/R REGIONAL DIST Total			**38,194,498**
301	BRISTOL AGRICULTURAL	2.0	EXPENSES	772,381
	BRISTOL AGRICULTURAL Total			**772,381**
302	BRISTOL PLYMOUTH	2.0	EXPENSES	3,092,812
	BRISTOL PLYMOUTH Total			**3,092,812**
303	NORFOLK CNTY AGI	2.0	EXPENSES	267,892
	NORFOLK CNTY AGI Total			**267,892**
410	TOWN ENGINEER	1.0	SLRY/WGS/BNFTS	67,989
		2.0	EXPENSES	20,225
	TOWN ENGINEER Total			**88,214**
420	HWY DEPARTMENT	1.0	SLRY/WGS/BNFTS	1,067,106
		2.0	EXPENSES	507,775
	HWY DEPARTMENT Total			**1,574,881**
421	SNOW & ICE	1.0	SLRY/WGS/BNFTS	41,000
		2.0	EXPENSES	41,100
	SNOW & ICE Total			**82,100**
424	STREET LIGHTING	2.0	EXPENSES	75,818
	STREET LIGHTING Total			**75,818**
510	HEALTH DEPT	1.0	SLRY/WGS/BNFTS	133,728
		2.0	EXPENSES	18,100
	HEALTH DEPT Total			**151,828**
541	COUNCIL ON AGING	1.0	SLRY/WGS/BNFTS	236,981
		2.0	EXPENSES	9,800
	COUNCIL ON AGING Total			**246,781**
543	VETERANS AGENT	1.0	SLRY/WGS/BNFTS	77,289
		2.0	EXPENSES	83,350
	VETERANS AGENT Total			**160,639**
610	LIBRARY	1.0	SLRY/WGS/BNFTS	550,833
		2.0	EXPENSES	204,284
	LIBRARY Total			**755,117**
630	RECREATION	1.0	SLRY/WGS/BNFTS	212,366
		2.0	EXPENSES	73,490
	RECREATION Total			**285,856**
710	DEBT PRINCIPAL	7.0	DEBT SERVICE	36,000
		7.1	DE: DEBT SERVICE	185,000
		7.2	TTLV: DEBT SERVICE	121,126
		7.3	DIF: DEBT SERVICE	250,000
		7.4	GOLF DEBT	27,000
		7.5	FIRE STATION PLEASANT ST	470,000
	DEBT PRINCIPAL Total			**1,089,126**
751	INTEREST ON LTD	7.0	DEBT SERVICE	405

Town of Bridgewater

Town Manager's
FY 2026 General Fund Operating Budget
04/01/25

DEPT #	DEPARTMENT	GROUP	GROUP DESCRIPTION	Sum of FY 2026 TM BUDGET
751	INTEREST ON LTD	7.1	DE: DEBT SERVICE	58,050
		7.2	TTLV: DEBT SERVICE	7,200
		7.3	DIF: DEBT SERVICE	118,813
		7.4	GOLF DEBT	3,391
		7.5	FIRE STATION PLEASANT ST	939,150
	INTEREST ON LTD Total			**1,127,009**
820	STATE & COUNTY ASSESSMENTS	2.0	EXPENSES	395,419
	STATE & COUNTY ASSESSMENTS Total			**395,419**
830	COUNTY ASSESSMENTS	2.0	EXPENSES	74,777
	COUNTY ASSESSMENTS Total			**74,777**
911	RETIREMENT	1.0	SLRY/WGS/BNFTS	5,891,692
	RETIREMENT Total			**5,891,692**
912	WORKERS COMP	1.0	SLRY/WGS/BNFTS	165,744
	WORKERS COMP Total			**165,744**
913	UNEMPLOYMENT	1	SLRY/WGS/BNFTS	20,000
	UNEMPLOYMENT Total			**20,000**
914	MED/LIFE/FICA	1.0	SLRY/WGS/BNFTS	4,493,651
	MED/LIFE/FICA Total			**4,493,651**
919	OTHER BENEFITS	1.0	SLRY/WGS/BNFTS	4,000
		2.0	EXPENSES	35,640
	OTHER BENEFITS Total			**39,640**
945	LIABILITY INSURANCE	2.0	EXPENSES	331,785
	LIABILITY INSURANCE Total			**331,785**
950	VEHICLE MAINTENANCE	2.0	EXPENSES	6,000
	VEHICLE MAINTENANCE Total			**6,000**
	GAS & OIL FOR TOWN VEHICLES	2.0	EXPENSES	235,000
	GAS & OIL FOR TOWN VEHICLES Total			**235,000**
				78,913,698
			Adjust for State/County Charges	**(470,196)**
			Total Appropriation	**78,443,502**

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	4/8/2025
First Reading:	4/8/2025
Second Reading:	5/6/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Budget Order O-FY26-002: FY26 Water Enterprise Fund

ORDERED, that the Town Council vote to appropriate **$4,879,348** from the Water Enterprise receipts to defray Water direct costs, and that **$419,040** as appropriated under Order O-FY26-001 be used for Water indirect costs, all to fund the total costs of operations of the Water Enterprise as follows:

SALARIES/WAGES/BENEFITS	$	2,072,808
OPERATING EXPENSES	$	1,355,564
DEBT SERVICES	$	1,445,976
TRANSFER TO TRUST FUNDS OPEB	$	5,000
APPROPRIATED for DIRECT COSTS	**$**	**4,879,348**
TRANSFER TO GF	$	24,768
INDIRECT COSTS - GENERAL FUND	$	394,272
TOTAL COST - WATER EF	**$**	**5,298,388**

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 4/14/25: Voted 3-0 to recommend
• Finance Committee	• Meeting 5/5/25.

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	4/8/2025
First Reading:	4/8/2025
Second Reading:	5/6/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Budget Order O-FY26-003: FY26 Sewer Enterprise Fund

ORDERED, that the Town Council assembled vote to appropriate **$4,092,917** from the Sewer Enterprise receipts and **$500,000** from Retained Earnings to defray Sewer direct costs, and that **$266,159** as appropriated under Order O-FY26-001 be used for Sewer indirect costs, all to fund the total costs of operations of the Sewer Enterprise as follows:

SALARIES/WAGES/BENEFITS	$ 1,430,676
OPERATING EXPENSES	$ 612,011
DEBT SERVICES	$ 2,045,230
TRANSFER TO TRUST FUNDS OPEB	$ 5,000
APPROPRIATED for DIRECT COSTS	**$ 4,092,917**
TRANSFER TO GF	$ 24,768
INDIRECT COSTS - GENERAL FUND	$ 241,391
TOTAL COST - SEWER EF	**$ 4,359,076**

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 4/14/25: Voted 3-0 to recommend
• Finance Committee	• Meeting 5/5/25.

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/8/2025
First Reading: 4/8/2025
Second Reading: 5/6/2025
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Budget Order O-FY26-004: FY26 Transfer Station Enterprise Fund

ORDERED, that the Town Council assembled vote to appropriate **$374,742** from Transfer Station Enterprise receipts and **$47,000** from Retained Earnings to defray Transfer Station direct costs, and that **$42,258** as appropriated under Order O-FY26-001 be used for Transfer Station indirect costs, all to fund the total costs of operations of the Transfer Station Enterprise as follows:

SALARIES/WAGES/BENEFITS	$ 140,505
OPERATING EXPENSES	$ 281,237
APPROPRIATED for DIRECT COSTS	**$ 421,742**
INDIRECT COSTS - GENERAL FUND	$ 42,258
TOTAL COST - TRANSFER STATION EF	**$ 464,000**

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 4/14/24: Voted 3-0 to recommend
• Finance Committee	• Meeting 5/5/25

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	4/8/2025
First Reading:	4/8/2025
Second Reading:	5/6/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Budget Order O-FY26-005: Authorization of Revolving Funds

ORDERED, that the Town Council vote to establish revolving funds for certain Town Departments under the provisions of G.L. c.44, §53E ½ for the fiscal year beginning July 1, 2025, with specific receipts credited to each fund, the purposes for which each fund may be spent, and the maximum amount that may be spent from each fund for FY2026 as follows:

Spending Authority	**Fund**	**Receipts**	**Ependitures**	**FY2026 Spending Limit**
Town Clerk	Street Listing	Sales of street lists; sale of bylaws/zoning bylaws; sale of subdivision rules; sale of zoning maps	Printing and other costs with publications/books sold to public.	$5,000
Recreation Director	Recreation	Fees associated with recreation programs	Salaries/benefits of fulltime staff, part-time seasonal staff, recreation programs, facility expenses and other expenses related to programs.	$150,000
Council on Aging	COA Revolving	Fees and Rentals	Programs for Seniors & Community	$25,000
Library Director	Library Revolving	Fines & Fees	Programs & supplies for Community	$25,000

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 4/14/25: Voted 3-0 to recommend
• Finance Committee	• Meeting 5/5/25.

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 4/22/2025
First Reading: 4/22/2025
Second Reading: 5/6/2025
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY25-057: BAA Collective Bargaining Contract Ratification

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 covering July 1, 2024 through June 30, 2027 with the Bridgewater Administrative Association.

Explanation:
The Town Manager negotiated an agreement with the Bridgewater Administrative Association. An affirmative vote of the Council will approve the contract as presented. A concurrent transfer request will fund the appropriation thereof.

Committee Referrals and Dispositions:

Referral(s)	**Disposition(s)**
• Budget & Finance	• Meeting 5/6/25 prior to the Town Council meeting.
• Finance Committee	• Meeting 5/5/25.

Attachments: 1. BAA MOU FY25 Executed

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF BRIDGEWATER AND
BRIDGEWATER ADMINISTRATIVE ASSOCIATION

WHEREAS, *the Town of Bridgewater ("Town") and the Bridgewater Administrative Association ("Union") have met in good faith and agreed to a successor collective bargaining agreement, pursuant to G.L. c. l 50E, subject to ratification by both parties.*

NOW THEREFORE, *the parties have agreed to the following changes to the collective bargaining agreement:*

1. Wages – Appendix A:

    a. July 1, 2024 – 2% increase to all base wages
    b. July 1, 2025 – 2% increase to all base wages
    c. July 1, 2026 – 2% increase to all base wages

    d. The Town will add the 25-hour position to the wage grid with the following language added to the top of Appendix A – Wages:

    "The hourly rates listed below are the agreed upon wage rates for the positions covered by this agreement. The estimated annual salaries below are for illustrative purposes only."

2. Article IV – Hours of Work:

    a. Modify Article IV to reflect the following changes:

    The basic work requirement for **full-time** employees covered under this agreement is **thirty-five (35) or** forty (40) hours per weekly pay period. **Regular part-time employees under this agreement work a minimum of twenty (20) hours per week.** Employees covered by this Agreement are considered non-exempt employees pursuant to the provisions of the Fair Labor Standards Act. The regular work week for employees shall be Monday through Friday, with regular starting and quitting times as determined by the Town Manager.

    Grandfather Clause: Current members of the bargaining unit who do not elect to assume the forty (40) hour work week as of the signing of this agreement will be grandfathered from this work week requirement. Employees who do not elect forty (40) hours as of the signing of this agreement may subsequently request such change. Approval of such request will be dependent upon varied conditions including the Town's needs and budgetary conditions. Approval is subject to the Town Manager's approval.

All employees shall be provided with a thirty (30) minute unpaid meal break on workdays longer than 6 hours. Meal periods are not considered hours worked and therefore are not compensated. Meal periods will be scheduled by the employee's department head (or his/her designee). Meal periods must be coordinated within the department so that there is adequate coverage at all times during operational hours.

Two paid fifteen (15) minute breaks are provided, during a 7.5 or 8 hour work day. Part-time employees shall receive one paid fifteen (15) minute break during shifts longer than 4 hours. To the extent possible, break periods will be provided in the middle of work periods. The purpose of break periods is to provide employees with a short respite from normal work activities. Break periods are considered time worked. Department heads may; however, schedule break periods at any time to reflect departmental operating needs.

Break periods should not be combined with the meal period to extend the total length of the meal period, without prior approval of the department head or designee.

Under no circumstance shall the break period be accumulated to be taken together later in the day in order to shorten or truncate the normal work day. Employees that leave work early must be charged from their accrued vacation or comp time allotment and receive prior approval of the department head or designee.

b. Due to the changes to Article IV outlined above, Article XIII Section 3 shall be deleted.

3. Article XII – Longevity: Modify Article XII to reflect the following changes:

Section 1. As a reward for continuous service in the employ of the Town, a full-time employee shall receive the following permanent increments for the years of service listed: Effective July 1, 2015 the longevity schedule shall be:

10 years: +1% of salary
15 years:+ 1%
20 years:+ 1%
25 years:+ 1%

Effective July 1, 2025, ~~The longevity increments shall become effective on~~ **employees shall receive longevity payments in the increments above at the beginning of the** employee's ~~anniversary first following the~~ ten**th** (10) years~~'~~ **of** service or equivalent numbers of hours and shall be added to the employee's base pay ~~annually in the pay week immediately following completion of the qualifying years of service~~.

Personnel employed on ~~an hourly~~, ~~**a part-time,**~~ **temporary,** or seasonal, basis shall not qualify for longevity increments. (~~Pro-rated~~ **Part-time** employees see Section 2.)

Section 2. ~~Pro-rated~~ **Part-time** employees shall receive these increments when their total pro-rated hours accumulated under the BAA contract are equal to the above years of full-time service. (For example, 12 years= 12 years x 35 hours per week x 52 weeks per year= 21,840 hours.)

~~Section 3. In any year during which an employee is eligible to receive a longevity increment, the employee may request to be paid fifty percent (50%) of the longevity increment due for that year upon completion of six (6) months of work prior to his/her anniversary date. The remaining fifty percent (50%) of the longevity increment will be payable on the employee's anniversary date.~~

4. Article VII - Vacations:

   a. Modify Article VII as follows:

Every employee occupying a **permanent** full-time position, or ~~pro-rated~~ **part-time** position in which he/she has been in continuous service ~~for~~ **to** the Town **shall be granted paid vacation leave at the following rates:**

Complete Years of Service	Vacation Time
1 - 2	2 weeks
3 - 5	2 weeks + 2 days
5 - 9	3 weeks
10 - 14	4 weeks
15 - 19	5 weeks
20	5 weeks + 1 day
21	5 weeks + 2 days
22	5 weeks + 3 days
23	5 weeks + 4 days
24 and above	6 weeks

~~for twelve (12) months, shall be granted two (2) weeks' vacation leave with pay, three (3) weeks' vacation after five (5) years of service, and four (4) weeks' vacation after ten (10) years, on the completion of fifteenth year five (5) weeks, twentieth year five (5) weeks' plus one (1) day vacation, twenty-first year five (5) weeks plus two (2) days, twenty-second year five (5) weeks plus three (3) days, twenty- third year five (5) weeks' plus four (4) days' vacation, and twenty-fourth year six (6) weeks' vacation, to be effective on the employee's anniversary date.~~ Such vacation shall be granted by the head of the department of the Town at such time as in his/her opinion will cause the least interference with the performance of the regular work of the Town.

Employees shall not be eligible to accrue or use vacation leave during their probationary period. On the first pay period after the expiration/conclusion of an employee's

probationary period, the employee shall be credited with the one (1) year employee vacation time pro-rated from the hire date through December 31 of the current year.

Employees reaching a new vacation accrual milestone based on their years of service shall receive a prorated amount of the new vacation accrual rate for the period from their anniversary date through December 31 of the current year.

Vacation leave shall be issued on January 1 of each year and shall expire upon the following December 31, except for the following provisions:

Any employee who has accrued vacation time on December 31, 2025, shall be permitted to carryover up to two (2) weeks of vacation time; ~~Vacation days earned in any calendar year must be taken in the same calendar year, with the exception that a maximum of two (2) weeks may be carried forward;~~ one (1) to be used prior to April 30**, 2026** and the second week to be used by June 30**, 2026** with prior written approval of the Department Head, provided that sufficient notice (before December 31, **2025**) is submitted to ~~the Employer~~ **Human Resources**.

Effective December 31, 2026 and each year thereafter: Employees will be permitted to carry over one (1) week of vacation into the following year, which must be used prior to April 30th with written approval by the Department Head provided that sufficient notice (before December 31st) is submitted to Human Resources.

~~Pro-rated~~ **Part-time** employees shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment.

Vacation with pay shall not be granted to temporary employees.

An additional day off shall be allowed if a holiday occurs during a vacation period. The scheduling of this additional day shall be at the discretion of the Department Heads.

Employees who separate from employment for any reason shall be issued compensation for any unused accrued vacation time at a pro-rated rate based upon the number of weeks worked in the year. Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased **employee** ~~for the proportion of the vacation accrued in the calendar year prior to death which the number of days worked bears to the total working days in such year~~.

~~Upon retirement, resignation or layoffs, the employees shall receive a pro-rated amount of vacation due for the coming year based on the number of additional months worked beyond the employee's anniversary date.~~

b. In acknowledgement of the changes listed above, the Town and the Union agree that bargaining unit employees Jane Brown and Christine Nemes will be permitted to carry over three (3) weeks of vacation leave on December 31, 2025

and two (2) weeks of vacation leave on December 31, 2026, after which time both employees will be subject to the carryover provisions in Article VII above.

5. Article XXIII – Health Insurance: Modify the last paragraph of Article XXIII as follows:

   New Employees hired after ~~July 1, 2018~~ **ratification of this agreement** will share the cost of health insurance premiums; with the Town contributing 75% of the cost and new employees contributing 25%. ~~SUBJECT TO remaining unions contributing 25% for new hires by FY22. If not, those impacted would revert back to a 20% contribution on July 1, 2022.~~ **Employees hired before ratification of this agreement will share the cost of health insurance premiums. with the Town contributing 80% and employee contributing 20%.**

6. Article XVI – Evaluations: – Sections 3, 4 and 5 - Change Town Manager to Human Resources

7. Article XX – Term, Amendment and Modification of Agreement

   a. Update CBA duration to reflect a three (3) term of July 1, 2024, through June 30, 2027.

8. Article VIII - Holidays:

   a. Add Juneteenth to list of holidays

   b. Add the following sentence below the list of holidays: **"Part-time employees shall be paid holiday pay only if the holiday, or the day the holiday is observed, falls within the employee's regular weekly work schedule and he/she would have been required to work that day had the day not been a holiday. When eligible, employees shall be paid holiday pay in an amount equal to the hours that employee would have been scheduled to work on the day in which the designated Holiday fell."**

9. Article IX – Sick Leave:

   a. Add the following sentence to the end of Section 1, paragraph 1: **"~~Pro-rated~~ Part-time employees shall be entitled to an amount of sick leave in the ratio that their part-time employment bears to full-time employment."**

   b. Modify Section 3 as follows:

   Upon return to work following an absence in excess of three (3) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. In cases of illness, such above mentioned physical examination shall be conducted by the employee's own physician, at the employer's expense. In cases of injury related to the actual performance of duty, ~~such examination shall be conducted by the Town Doctor at no expense to the~~

~~employee~~ **the parties shall follow the processes set forth in the Town's Work Place Injuries & Accidents and Worker's Compensation Insurance Policies, as well as applicable laws.**

c. Remove Section 5 and renumber the sections that follow.

10. Article XI – FMLA and Maternity Leave: Replace "Maternity" with "Parental"

11. Article X – Bereavement: Modify the Second Paragraph of Article X as follows:

> Employees under this contract shall be granted ~~one (1)~~ **two (2)** work days of leave without loss of pay to attend the funeral in the event of the death of the employee's aunt, uncle, first cousin, nieces and nephews, or grandparents-in-law. An employee may request the Town Manager to give consideration to special circumstances.

12. Article II – Management's Rights: Add the following sentence at the end of Article II:

> **The Town will comply with the requirements of MGL Ch. 150E regarding changes to wages, hours, working conditions.**

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Understanding on this 4th day of April 2025.

For the TOWN OF BRIDGEWATER	For the BRIDGEWATER ADMINISTRATIVE ASSOCIATION
_____	_____ BAA President
_____	_____
_____	_____
_____	_____
_____	_____

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	4/22/2025
First Reading:	4/22/2025
Second Reading:	5/6/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY25-058: BAA Collective Contract Appropriation Transfer

ORDERED; Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule Use of Funds:

Description: settlement of BAA Contract FY25-FY27

Committee Referrals and Dispositions:

Source of Funds	Account No.	GL Account Description	Amount
Other One Time Stabilization Fund	80135-596100	TRANSFER TO GF	$8,116.00
WTR Reserved for Special Purpose	6200-358000	TRANSFER TO EF	$1,233.00
SWR Reserved for Special Purpose	6100-358000	TRANSFER TO EF	$1,309.00
Total:			$10,658.00
Use of Funds	Account No.	GL Account Description	Amount
Salaries Health	05105001	Salary Contractual Pay	$733.00
Salaries ISD	02405001	Salary Contractual Pay	$1,473.00
Salaries Assessors	01415001	Salary Contractual Pay	$1,290.00
Salaries Police	02105001	Salary Contractual Pay	$2,545.00
Salaries Town Clerk	01615001	Salary Contractual Pay	$1,215.00
Salaries Fire	02205001	Salary Contractual Pay	$860.00
Salaries Water	62005001	Salary Contractual Pay	$1,233.00
Salaries Sewer	61005001	Salary Contractual Pay	$1,309.00
Total			$10,658.00

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Referral(s)	Disposition(s)
• Budget & Finance	• Meeting 5/6/25 prior to Town Council meeting
• Finance Committee	• Meeting 5/5/25.

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	4/22/2025
First Reading:	4/22/2025
Second Reading:	5/6/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY25-059: Acceptance of Hanson Farm Conservation Restriction

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:
"An officer ... of any city or town … may accept grants or gifts of funds from … from the commonwealth … or an agency thereof, … and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...;" and

WHEREAS: The Town of Bridgewater has received notice of a grant award of $3,000,000 from the Executive Office of Energy & Environmental Affairs for the project Hanson Farm Conservation Restriction Purchase. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council does hereby approve and accept the Conservation Restriction attached hereto as Exhibit A and included herein

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• Meeting 5/6/25 prior to Town Council meeting
• Finance Committee	• Meeting 5/5/25

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

•	•

Attachments: 1. Bridgewater CR 17523 DCS-EEA Final Review to Parties 4 18 2025

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

GRANTOR: Carol H. Chaffee, and David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust
GRANTEES: Town of Bridgewater and Wildlands Trust, Inc.
ADDRESS OF PREMISES: 600 Pleasant Street, Bridgewater, MA 02324
FOR GRANTOR'S TITLE SEE: Plymouth County Registry of Deeds at Book 10049, Page 194, and Book 10622, Page 319.

GRANT OF CONSERVATION RESTRICTION
HANSON FARM CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, u/d/t dated September 26, 1990 and recorded in the Plymouth County Registry of Deeds at Book 10049, Page 185, with an address at 600 Pleasant Street, Bridgewater, Massachusetts 02324, being the owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Bridgewater acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws and its permitted successors and assigns ("Primary Grantee"), and Wildlands Trust., Inc, a nonprofit organization with an address of 675 Long Pond Road, Plymouth, Massachusetts, 02360, and its permitted successors and assigns ("Secondary Grantee"), for Three Million Dollars ($3,000,000), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Bridgewater containing a 71.79 acre portion (the "Premises") of a 75 +/--acre property (the "Property"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto. As used herein, the terms "Grantee" and "Grantees" shall refer to the Primary Grantee and the Secondary Grantee collectively.

The Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Bridgewater Town Council held on _____an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the

Conservation Restriction is under the care, custody, and control of the Conservation Commission of the Town of Bridgewater. Additionally, the Conservation Restriction was acquired by utilizing, in part, funds awarded to the Town of Bridgewater through the Commonwealth's Municipal Vulnerability Preparedness ("MVP") Grant Program as authorized by Chapter 209 of the Acts of 2018 in support of Executive Order 569.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

Preservation of Land with Prime Farmland Soils

- The Premises includes approximately 30.57 acres of Prime Farmland Soils (42.58%), 12.94 acres of Statewide Soils of Importance (18.02%) and 28.28 acres of Other Soils (39.4%) as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.

Scenic Views

- The Premises is one of the last remaining working farms in Bridgewater, and provides views of a scenic agrarian landscape visible from Massachusetts State Rt. 104/Pleasant Street, a public way in the Town of Bridgewater.

Open Space Corridors/Landscape Connectivity and Ecosystem Integrity

- The Premises contributes to the protection of the scenic and natural character of Bridgewater and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises is closely proximate to two Conservation Restrictions held by the Primary Grantee Town of Bridgewater on adjacent parcels that collectively protect 62 acres (Bridgewater CR #8 and Bridgewater CR #9).

Aquifer/Drinking Water Protection

- The Premises is situated within an area identified by the Commonwealth of Massachusetts Department of Environmental Protection (DEP) as a "Zone II

Wellhead Protection Area". DEP identifies said areas as important for the protection of recharge areas around public water supply ("PWS") sources.

- The Premises is partially within a "Medium-Yield Aquifer Area" as mapped by the Commonwealth of Massachusetts. Said areas are based on the United States Geological Survey ("USGS") 1:48,000 hydrologic atlas series on groundwater favorability.

Wetlands Protection

- The Premises includes several distinct areas of the "Shrub Swamp", "Wooded Swamp Mixed Trees", "Wooded Swamp Deciduous", and "Shallow Marsh Meadow or Fen" wetland types. Wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).

Public Access/Passive Recreation

- Public access to the Premises will be allowed for passive outdoor recreation pursuits, including education, hiking, and nature study.

Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy

- Congruence with Public Policy Goals: Protection of this property advances several of the goals and objectives identified in Section 8, Goals and Objectives of the 2017 Town of Bridgewater Open Space and Recreation Plan Update, including:

    - Pg. 119, Goal #4, *To preserve and cultivate public and private agricultural lands; Objective #4, "Protect historic agricultural land by encouraging sustainable land use practices such as Conservation Restrictions (CR), Agricultural Preservation Restriction (APR), and Transfer of Development Rights (TDR)"; Objective #5, "Utilize state programs to support investment in continuing farm"*.
    - Pg. 129, Goal #4, *To preserve and cultivate public and private agricultural lands; Action step,, "Communicate with and encourage landowners to protect agricultural lands through CR, APR, and TDR.".*

- Congruence with Public Policy Goals: Protection of this property advances several of the goals and objectives identified in the 2023-2050 Commonwealth of Massachusetts Farmland Action Plan, including:

    - Pg. 51, Goal IA(1), *Purchase agricultural restrictions to permanently protect farmland, help increase affordability, and keep it in production.*

- Pg. 151, Goal IiA(2), *Seek development of creative funding mechanisms or strategies that would significantly increase funding to support protection.*

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing or placing any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;

2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;

3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;

6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;

7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public

safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any parcel other than the unencumbered portion of the Property;

10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;

11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;

12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);

2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

3. Composting. Stockpiling, composting, and burning stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises and on other land used by Grantor.

4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;

5. Trails. Maintaining and constructing trails as follows:

    a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to eight (8) feet in width overall, with a treadway up to six (6) feet in width.
    b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
    c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;

6. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;

7. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments (provided however the manner of such motorized vehicle use is approved in advance by Grantee) and at any time for any Forest Management and/or Agricultural Activities (or any activities reasonably associated therewith).

8. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping, hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and/or educational activities;

9. Forest Management.

    a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities (“Forestry Activities”), provided that any

Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.

b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantees, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
    i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
    ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs"); and
    iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
    iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

10. Agricultural Activities.

a. Permitted Activities. "Agricultural Activities" are collectively defined as "Animal Husbandry" and "Horticulture," defined below:
    i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bait fish, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.

ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, "Best Agricultural Practices") and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws ("Healthy Soils and Practices"), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;

c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan ("Farm Conservation Plan"), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
   i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
   ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
   iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.

d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:

i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the aggregate. For the purposes of this Conservation Restriction, the term "footprint" shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.

ii. Grantor must obtain prior written approval, including any necessary permitting from the Grantees, for the following improvements:

1. New wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation. Maintenance or repair of the existing well shall not require Grantee's approval.

iii. Grantor may maintain, repair, and reconstruct the permanent structures (which, for the purposes of this Conservation Restriction, shall be defined as any improvement or structure that requires the grading or excavation of soil for footings or foundations or which substantially alters or otherwise affects the soil profile) existing as of the Effective Date (as defined here) of this Conservation Restriction, shown as "Pumphouses", "Existing Wood Storage", and "Chicken Coop", each as shown on the plan in Exhibit B attached hereto. In the event of replacement of any such structure, replacement structures shall not exceed their current footprint or height as shown in the Baseline Report (see Paragraph XV.). Grantor shall provide written notice in advance of reconstructing said existing structures. Any such replacement structures shall be located substantially within their present locations unless otherwise approved in writing by the Grantee.

iv. The following improvements are permitted without prior approval from the Grantees:

1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, "run-in" shelters or other three-sided shelters, hoop houses (also known as "high tunnels"), trailers, and the like. For the purposes of this Conservation Restriction, the term "temporary" shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;

v. Pond Maintenance, Enlargement, and Use.

1. Pond Maintenance. The Grantor may maintain the existing irrigation ponds (the "Ponds") located on the Premises as documented in the Baseline Report, which maintenance may include excavation of the Ponds to maintain surface area and depth, and other activities consistent with Paragraph III.B. as necessary to maintain safe use of the Ponds and their integrity and ability to store water, and may use the Ponds in support of Agricultural Activities and/or other Permitted Acts and Uses.
2. Pond Enlargement. With prior written approval of the Grantees, the Grantor may enlarge the Ponds such that the area impacted by the Ponds, including the surface area of the water, shall not exceed 125% of their surface areas as of the Effective Date of this Conservation Restriction, as documented in the Baseline Report.
3. Pond Features. Soils excavated from the Premises in the process of enlarging and/or maintaining the Ponds may be deposited adjacent to the perimeter of the Ponds to create berms or similar features of the Ponds or may be hauled off the Premises, or, upon the approval of the Grantees, deposited in other areas of the Premises to facilitate erosion control, preservation of soils, and/or for leveling and maintenance of existing roadbeds upon the Premises. The Grantor may haul in clay or similar soils to line the bottom of the Ponds to minimize seepage.

e. Agri-tourism. The use of the Premises for "Agri-tourism" activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantees, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.

11. Green Energy. With prior written approval of the Grantees, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions ("Green Energy Structures") to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantees will take into consideration the energy needs related to the relevant

Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

12. Concrete Pads. Pouring, using, maintaining, repairing, and replacing a concrete pad in the location as shown on the plan in Exhibit B as "Proposed 20'x40' Conc. Pad"), and using, maintaining, repairing, and replacing the existing concrete pad in the location as shown on the plan in Exhibit B as "Conc. Pad". Collectively, the Proposed 20'x40' Conc. Pad and the Conc. Pad shall be referred to herein as the "Concrete Pads". The Concrete Pads may be used in support of the Permitted Acts and Uses described herein. The Concrete Pads may be moved with the prior written approval of the Grantee, provided any sites previously used for the Concrete Pads are restored in accordance with Paragraph III.C.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:

    a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
    b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;

c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. Grantee Review.

Where Grantee's approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

4. Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.8, provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.8. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Primary Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right as of the Effective Date (See Paragraph XII.) was determined to be eighty-five and seventy-one hundredths percent (85.71%). Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Primary Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Primary Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Primary Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Primary Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantees may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantees shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or

8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Bridgewater and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust

600 Pleasant Street
Bridgewater, MA, 02324

With copy to: Robert Pellegrini, Esq.
PK Boston Law
54 Main Street
Bridgewater, MA 02324

To Primary Grantee: Town of Bridgewater
66 Central Square
Bridgewater, MA, 02324

With copy to: Jason M. Rawlins, Esq.
Rawlins Asack, LLC.

555 Bedord Street, Suite 1
Bridgewater, MA 02324

To Secondary
Grantee: Wildlands Trust, Inc.
675 Long Pond Road
Plymouth, MA, 02360

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantees with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are

described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other

Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then their rights and obligations under this Conservation Restriction shall run to the Town of Bridgewater Conservation Commission. If the Town of Bridgewater Conservation Commission is no longer in existence at the time the rights and obligations under this Conservation Restriction would otherwise vest in it, or if the Town of Bridgewater Conservation Commission is not qualified or authorized to hold conservation restrictions as provided for assignments pursuant to Paragraph VII, or if it shall refuse such rights and obligations, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor: Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust
Primary Grantee Acceptance: Town of Bridgewater Conservation Commission
Secondary Grantee Acceptance: Wildlands Trust, Inc.
Approval of Bridgewater Town Council
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Recorded Plan of Premises
Exhibit C: Bridgewater Town Council Vote Authorizing the Use of CPA Funds

WITNESS our hand and seal this ____day of _____, 2025

_____
Carol H. Chaffee, Trustee, Hanson Family Realty Trust

_____
David A. Hanson, Trustee, Hanson Family Realty Trust

_____
Robert J. Hanson, Trustee, Hanson Family Realty Trust

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared Carol H. Chaffee as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

_____
Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared David A. Hanson as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

_____
Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared Robert J.. Hanson as Trustee of the Hanson Family Realty Trust, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, is duly authorized by the Trust to execute this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it for its stated purpose as a free and voluntary act of the Trust, before me.

_____
Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF BRIDGEWATER CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Bridgewater, Massachusetts, hereby certify that at a public meeting duly held on _____, 2025, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson, and Robert J. Hanson as Trustees of the Hanson Family Realty Trust, pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF BRIDGEWATER CONSERVATION COMMISSION:

_____
Wendy Smith, Chair

_____
Marilyn McDonald, Vice-Chair

_____
Harry Bailey, Member

_____
Eileen Prisco, Member

_____
Mark Peterson, Member

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared _____, _____ _____, _____, _____, and _ _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson, and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, was accepted by Wildlands Trust, Inc. this _____ day of _____, 2025.

By: _____
Karen Grey

Its: President, duly authorized

By: _____
Greg Lucini

Its: Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared Karen Grey as President of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared Greg Lucini as Treasurer of Wildlands Trust, Inc. and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

APPROVAL OF TOWN OF BRIDGEWATER TOWN COUNCIL

We the undersigned, being a majority of the Town Council of the Town of Bridgewater, hereby certify that at a public meeting duly held on May 6, 2025, the Council voted to approve the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson and Robert J. Hanson, Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BRIDGEWATER TOWN COUNCIL

_____
Kevin Perry

_____
Paul Murphy

_____
Sean Kennedy

_____
Adelene Ellenberg

_____
Mark Linde

_____
Johnny Loreti

_____
Mary McGrath

_____
Sonya Lee Striggles

_____
Marilee Hunt

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared _____, _____ _____, _____, _____, and _ _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Carol H. Chaffee, David A. Hanson and Robert J. Hanson. Trustees of the Hanson Family Realty Trust, to the Town of Bridgewater, acting by and through its Conservation Commission, and Wildlands Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

_____
Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____ , 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Bridgewater*, Plymouth County*, Massachusetts, containing 71.79 acres, +/-, shown as “Lot A”, “Plot 8”, “Plot 22”, and “Plot 108” on a plan of land titled “Hanson Family Realty Conservation Restriction Plan of Land”, dated 3/4/2025, prepared by J.K. Holmgren Engineering LLC, 1024 Pearl Street, Brockton, Massachusetts 02301, said plan recorded in the Plymouth County Registry of Deeds at Book ___, Page ___. A reduced copy of said plan is attached hereto as Exhibit B.

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Plymouth Registry of Deeds Plan Book _____ Page _____.

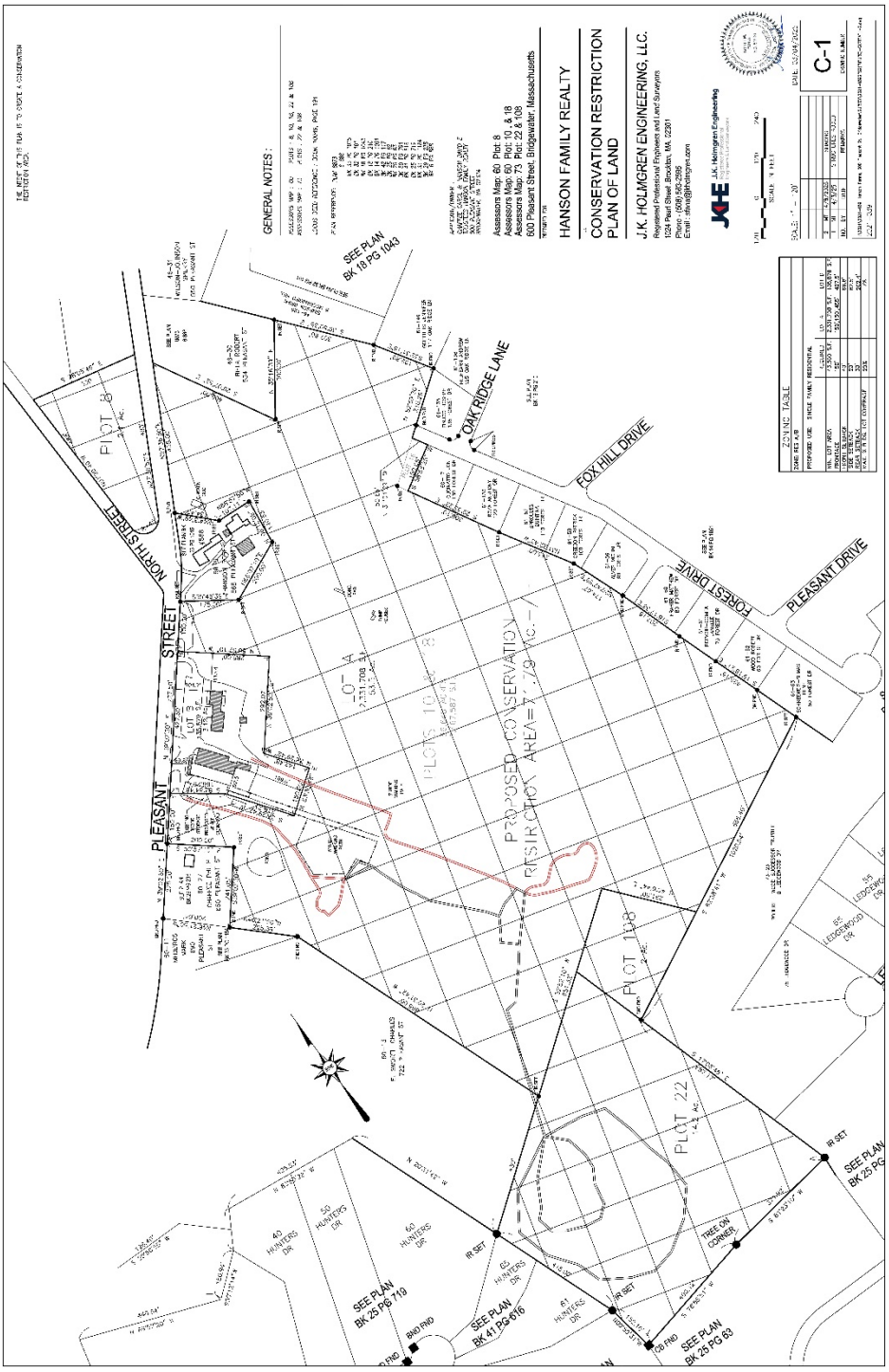

EXHIBIT C

Attested Copy of Vote of Bridgewater Town Council

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	5/6/2025
First Reading:	5/6/2025
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Budget Order O-FY26-006: CPA Reserve Accounts - FY2026

ORDERED, Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate from the Community Preservation Fund FY2026 estimated annual revenues the sum of $1,035,000 to meet the administrative expenses, and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2026.

And further,
To reserve for future appropriation from the Community Preservation Fund FY2026 estimated annual revenues the sum of $103,500 for the acquisition, creation, and preservation of open space; $103,500 for acquisition, preservation, restoration, and rehabilitation of historic resources; and $103,500 for the acquisition, creation, preservation, and support of community housing.

And further,
To appropriate $51,750 to Administrative Expenses and $320,778.75 to Budgetary Reserves.

And further,
To appropriate $318,600 for the payment of debt related to the Academy Building renovation from FY2026 estimated revenues.

And further,
To appropriate $33,371.25 for the payment of debt related to the Keith Homestead purchase from FY2026 estimated revenues.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)

NOT FOR ACTION - FIRST READING

•	•
•	•
•	•

Attachments: 1. CPA Recommended Budget

Town of Bridgewater

Community Preservation Fund

FY 2026 Recommended Budget

Sources & Uses of Funds			FY 2026
Revenue Estimates			
CPA Surcharge 2%			**900,000.00**
State Match			**135,000.00**
Total Estimated Revenue			**1,035,000.00**
Total Sources of Funds			**1,035,000.00**
Reserves			
Community Housing Reserve	(Min 10%)	10%	103,500.00
Open Space Reserve	(Min 10%)	10%	103,500.00
Historical Resources Reserve	(Min 10%)	10%	103,500.00
Total Required Reserves			**310,500.00**
Administrative Expenses (Not >5%) $			
Administrative Expenses			51,750.00
Total Administrative Budget			**51,750.00**
Debt Service - Due FY26			
ACADEMY BUILDING RENOVATIONS-PRINCIPAL			240,000.00
ACADEMY BUILDING RENOVATIONS-INTEREST			78,600.00
KEITH HOMESTEAD-2012 CPC 00001-PRINCIPAL			33,000.00
KEITH HOMESTEAD-2012 CPC 00001-INTEREST			371.25
Total Debt Service			**351,971.25**
BUDGETARY RESERVES			320,778.75
Total Use of Funds			**1,035,000.00**
Total Surplus (Deficit)			**0.00**

Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 5/6/2025
First Reading: 5/6/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY25-060: Capital Plan Transfers for FY2026

ORDERED, that the Town Council assembled vote to pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule of Use of Funds:

FUND	**SOURCES OF FUNDING**		**Amount**
8010	CAPITAL STABILIZATION	Capital Stabilization Trust Funds	$ 543,127.74
8010	AMBULANCE RRA	ARRA	$ 90,103.19
Total			$ **633,230.93**
Project#	**USES OF FUNDING**		**Amount**
220.45	Mach/Equip/Vehicles	Fire Engine (E3) Lease Pay 2/5	$ 166,565.75
220.15	Mach/Equip/Vehicles	Fire Radio Equipment Lease Pay 4/5	$ 95,521.84
220.32	Mach/Equip/Vehicles	Ambulance (A1) Lease Pay 2/5	$ 90,103.19
210.20	Mach/Equip/Vehicles	Police Body Worn Camera System 4/5	$ 65,318.00
300.00	Bldgs & Property	Town Raynham Old High School Purchase 5/12	$ 70,000.00
420.09	Mach/Equip/Vehicles	DPW John Deer Loader - Lease Payment 3/5	$ 48,520.91
420.13	Mach/Equip/Vehicles	DPW No. 2-24 Freightliner 6-Wheeler Lease Pay 4/5	$ 48,600.62
420.14	Mach/Equip/Vehicles	DPW No. 2-26 Freightliner 6-Wheeler Lease Pay 4/5	$ 48,600.62
			$ **633,230.93**

NOT FOR ACTION - FIRST READING

Explanation:
This transfer will fund Capital leasing/financing obligations in FY2026

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: None

Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 5/6/2025
First Reading: 5/6/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY25-061: Contractual Buyouts

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate $118,700 to below schedule:

Source of Funds	**Account No.**	**GL Account Description**	**Amount**
EMPLOYEE LIABILITY FUND	80045-596100	TRANSFER TO GF	$118,700.00
Total:			**$118,700.00**
Use of Funds	**Account No.**	**GL Account Description**	**Amount**
Salaries Fire	02205001-519005	Contractual Payout	$113,500.00
Salaries Library	06105001-510000	Contractual Payout	$ 2,500.00
Salaries Library	06105001-510001	Contractual Payout	$ 2,700.00
Total			**$118,700.00**

Explanation:
Contractual Buyouts for Retirements FY25/FY26

Committee Referrals and Dispositions:

Referral(s)	**Disposition(s)**

NOT FOR ACTION - FIRST READING

•	•
•	•
•	•

Attachments: None

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	5/6/2025
First Reading:	5/6/2025
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY25-062: Loan Authorization: Plymouth Street Wells Project

ORDERED, that the Town Council assembled vote to

ORDERED, that, $7,400,000 is appropriated, to be expended, for the purpose of financing the Pump/Well Upgrades, to Wells 10A and 10B on Plymouth St; installing a new raw water transmission main that connects these two wells with the High Street Water Treatment plant; including without limitation all costs incidental or related thereto; that to meet this appropriation the Treasurer with the approval of the Town Manager is authorized to borrow said amount and issue bonds or notes therefore under Chapter 44 of the General Laws and/or Chapter 29C of the General Laws; that the Treasurer with the approval of the Town Manager is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust established pursuant to Chapter 29C; and in connection therewith to enter into a financing agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; that the Town Manager is authorized to enter into a project regulatory agreement with the department of Environmental Protection, to expend all funds available for the project and to take any other action necessary or convenient to carry out the project

Explanation:
The DPW/Water Supply Division has been experiencing elevated levels of iron in the groundwater at Wells 10A and 10B. In June 2023, the Water Supply Dept began receiving significant customer complaints regarding the watercolor and staining. Since the introduction of the High Street WTP, the Department has also had difficulties running the wells and overcoming the increase in system head from the WTP operation. Replacing the pumps for wells 10A and 10B and installing a new raw water transmission main that connects these two wells with the High Street water treatment plant-this will recover lost supply capacity and will allow for an easier accommodation of the upcoming USEPA MCL for PFAS without needing to add separate treatment at the Plymouth Well site. This project is approved for low interest, and/or loan forgiveness, through MCWT. The Town is actively seeking grant funds from the state in the One-Stop Community Growth program.

Committee Referrals and Dispositions:

NOT FOR ACTION - FIRST READING

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: None

Bridgewater Town Council

Introduced By: Sonya Striggles, Councilor
Date Introduced: 5/6/2025
First Reading: 5/6/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Resolution R-FY25-012: Resolution on FY26 School District Budget Funding

WHEREAS: the Town of Raynham has proposed sending a letter to the Bridgewater Raynham School Committee asking them not to hold a district wide meeting as part of the process of determining the FY26 school budget; and

WHEREAS: the Town Council agrees with this approach and desires to make their position known to the School Committee;

NOW THEREFORE BE IT RESOLVED: that the Town Council authorizes the Town Council president to execute the attached letter and transmit it to the Bridgewater Raynham School Committee on their behalf.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: 1. Letter to School Committee

NOT FOR ACTION - FIRST READING

Dr. Kevin Perry
Councilor-At-Large
President

Paul Murphy
Councilor-At-Large
Vice President

Mark Linde
District 2 Councilor

Adelene Ellenberg
Councilor-At-Large

Town of Bridgewater

OFFICE OF THE TOWN COUNCIL

Sonya Striggles
District 1 Councilor

Mary McGrath
Councilor-At-Large

Sean Kennedy
District 3 Councilor

Johnny Loreti
Councilor-At-Large

Marilee Hunt
Councilor-At-Large

DATE

Timothy Fitzgibbons, Chairman
Bridgewater-Raynham Regional School Committee
166 Mt. Prospect Street
Bridgewater, Massachusetts 02324

Dear Chairman Fitzgibbons and Committee Members:

In the spirit of mutual respect and a shared commitment to the well-being of our communities, the Bridgewater Town Council respectfully requests that your Committee consider and vote at your upcoming meeting on April 16th to confirm your intention to honor the outcome of a potential Proposition 2½ override vote related to the Fiscal Year 2026 School Committee budget.

Specifically, we ask that your Committee commit to accepting the decision made by the voters—whatever that decision may be—and that, in the event the override vote does not pass, your Committee agrees not to pursue the option of calling a Joint Town Meeting for the District. We believe that removing this option in advance will reinforce trust in the process and promote unity among our municipal partners and residents.

Please know that we make this request not lightly, but rather out of a deep concern that such a scenario—whereby a Joint Town Meeting could conceivably override the expressed will of the voters—would have devastating effects on both of our communities. It could force the towns to make up the funding shortfall by depleting reserves intended for other obligations and critical needs, and/or by triggering widespread layoffs, including among essential public safety personnel such as police officers and firefighters. In turn, this could significantly curtail services to our residents, undermining the very fabric of the communities we are all committed to serve.

We appreciate your thoughtful consideration of this request and remain committed to working collaboratively with you and our partners in the Town to support the needs of all our residents.

_____

Dr. Kevin Perry
Town Council President