Town of Bridgewater

Town Council

August 5, 2025
7:00 PM

Special Town Council Meeting

66 Central Square
Academy Building
Council Chambers/2nd 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. ANNOUNCEMENTS FROM THE PRESIDENT

B. PROCLAMATIONS

a) Honoring Annie Voyer on the Occasion of Her 100th Birthday

C. CITIZEN OPEN FORUM

D. HEARINGS

a) Order O-FY26-010: Post Override Supplemental Appropriation
Public Hearing: *Advertised in the 7/21/25 Enterprise. Finance Committee voted 6-0 to recommend at their 7/21/25 meeting.*

E. TOWN MANAGER'S REPORT

a) Boards, Commissions & Committee Update

b) Community Engagement Update

F. LEGISLATION FOR ACTION

a) Order O-FY26-007: Acceptance of Gift - Lopieke's Family Trust
Budget & Finance meeting 8/5/25. Finance Committee voted 6-0 to recommend at their 7/21/25 meeting.

b) Order O-FY26-011: FY26 Water Rates
Budget & Finance meeting 8/5/25. Finance Committee voted 6-0 to recommend at their 7/21/25 meeting.

c) Order O-FY26-012: FY26 Sewer Rates
Budget & Finance meeting 8/5/25. Finance Committee voted 6-0 to recommend at their 7/21/25 meeting.

d) Order O-FY25-073: Town Clerk's Salary
Finance Committee voted 4-1 to recommend salary change at their 7/21/25 meeting.

G. NEW BUSINESS

a) Order O-FY26-013: An Order Creating an Ad hoc Forensic Audit Committee for the Town of Bridgewater

H. CITIZEN COMMENTS

I. COUNCIL COMMENTS

J. ADJOURNMENT

Johnny Loreti
Councilor-At-Large
President

Mary McGrath
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

Dr. Kevin Perry
Councilor-At-Large

Paul Murphy
Councilor-At-Large

Sean Kennedy
District 3 Councilor

Marilee Hunt
Councilor-At-Large

Proclamation of Recognition
Honoring Annie Voyer on the Occasion of Her 100th Birthday

Whereas, it is a rare and joyous occasion to celebrate a century of life, marked by strength, wisdom, and grace; and

Whereas, Annie Voyer, a beloved member of the Bridgewater community, celebrated her 100th birthday on April 8, 2025; and

Whereas, reaching the age of 100 is a milestone that reflects a life rich in experiences, contributions, and the admiration of family, friends, and neighbors;

Now, Therefore, Be It Resolved, that on behalf of the residents of the Town of Bridgewater, the Town Council extends its warmest congratulations and heartfelt wishes to **Mrs. Annie Voyer** on this momentous occasion, and proudly recognizes her as a **Bridgewater Centurion**.

In Witness Whereof, this Proclamation is presented with great honor and pleasure on this day, in celebration of a remarkable life and a treasured member of our community.

Johnny Loreti Councilor-At-Large President	Paul Murphy Councilor-At-Large	Mark Linde District 2 Councilor
Mary McGrath Councilor-At Large Vice President	Dr. Kevin Perry Councilor-At-Large	Adelene Ellenberg Councilor-At-Large
Sonya Striggles District 1 Councilor	Marilee Kenney Hunt Councilor-At-Large	Sean Kennedy District 3 Councilor

Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 7/15/2025
First Reading: 7/15/2025
Second Reading: 8/5/2025
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY26-010: Post Override Supplemental Appropriation

ORDERED, that hte 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 $849,529 to and from the sources and uses schedule:

FUND	**SOURCES OF FUNDING**		**Amount**
8004	80045-596100	Employee Liability Stabilization Fund	$ 450,000.00
100	1235001-510000	Town Manager Salaries	$ 52,489.00
100	1415001-510000	Assessor Salaries	$ 35,247.00
100	1455001-510000	Treasurer Collector Salaries	$ 4,211.00
100	2105001-510000	Police Salaries	$ 227,128.00
100	6105001-510000	Library Salaries	$ 30,322.00
100	9145170-517002	Medicare/Health Insurance/Life Insurance	$ 50,132.00
Total			$ **849,529.00**
	USES OF FUNDING		**Amount**
100	03004282-569000	Bridgewater-Raynham School District Assessment	$ 849,529.00
Total			$ **849,529.00**

VOICE VOTE
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Explanation:
Post election School Committee recertification of the FY2026 budget requires an appropriation of $849,529. This is the Town Manager's recommendation.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Town Council	• 7/15/25: Referred to Finance Committee, voted to retain at Town Council
• Finance Committee	• 7/21/25: Voted to recommend 6-0
• Town Council	• 8/5/25: Public Hearing Scheduled

Attachments: 1. Post Override Supplemental Appropriation 7.11.25

VOICE VOTE
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Town Manager's Office

Municipal Office Building
66 Central Square
Bridgewater, MA 02324
508-697-0919

To: Town Council
From: Justin Casanova-Davis, Town Manager
Date: July 11, 2025
Re: Post Override Supplemental Appropriation

As part of the Town Council's decision to support an additional appropriation of $849,529 for the Bridgewater-Raynham Regional School District, for the FY26 budget, we have worked to outline a plan to support that increased allocation. The following outlines the changes to the FY26 budget that we recommend, based on the forty-five-day time requirement to appropriate this additional allocation.

Town Manager:
Assistant Town Manager ($41,115) – Reduce the budgeted salary and freeze the hiring of this position for six months.
Executive Assistant to the Town Manager ($11,374) – Reduce the hours of this position.

Finance:
Admin Asst. Assessor ($35,247) – Freeze this position.
Admin Asst. Collector ($4,211) – Reduce the hours for this position.

Police:
Captain ($183,280) – Freeze this position.
Police Cadet ($43,848) – Freeze this position.

Library:
Archivist ($30,322) – Freeze this position.

Medicare/Health Insurance/Life Insurance:
Health Insurance ($50,132) – Realize savings due to personnel decisions made as part of this order.

Employee Liability Stabilization Fund:
Utilize $450,000 from this fund, which is primarily funded for sick or vacation buybacks associated with terminations or resignations of staff.

Our Finance team and I are working to evaluate additional opportunities to realize savings in this FY26 budget, but ultimately, due to the timing requirement associated with this appropriation. We recommend adopting this order. Additional recommendations and opportunities for savings

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will ultimately ensure we allocate these savings towards replenishing the Trust fund and strengthening our reserves. Furthermore, we will work diligently to initiate the FY27 budget process sooner, collaborating with our staff and partners to ensure we propose fiscally sustainable solutions to the budget challenges facing the Town and schools.

We are not making this decision lightly to utilize the employee liability trust fund, as the best practice is to avoid the use of non-recurring, or one-time, revenue sources to fund recurring expenses, which can ultimately lead to a structural deficit within the budget. However, we believe this is the prudent recommendation at this time, as we work to evaluate other opportunities to address savings in the FY26 budget, and ultimately a fiscally responsible FY27 budget.

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	7/15/2025
First Reading:	7/15/2025
Second Reading:	8/5/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY26-007: Acceptance of Gift - Lopieke's Family Trust

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 a charitable foundation, a private corporation, or an individual, or from the commonwealth, a county or municipality 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 a gift of $198,138, 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 of Bridgewater, Massachusetts in Town Council assembled vote to accept the gift of $198,138 from Doris Lopiekes Two Family Memorial Trusts and in accordance with stated purpose thereof.

Explanation:
The Bridgewater Library and the Town of Bridgewater are the beneficiaries of two Lopiekes family trusts. These distributions are pursuant to the instruction contained in the respective trusts. The distributions are based on IRS filings of 2024. The Town Manager will meet with appropriate personnel to ensure the community will benefit for many years with this generous bequest.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

• Town Council	• 7/15/25: Referred to Budget & Finance and Finance Committee
• Budget & Finance	• Meeting 8/5/25 prior to Special Town Council Meeting
• Finance Committee	• 7/21/25: Voted 6-0 to recommend.

Attachments: 1. Delores V Lopiekes Trust Docs

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

DELANEY & MUNCEY, P.C.
ATTORNEYS AT LAW
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PETER N. MUNCEY, JR.
BRYAN E. FECTEAU
KATHLEEN M. MULVEY

COREY L. LYONS
MICHAEL P. MCDONALD
FREDERICK J. SHEEHAN
1924-2013

December 4, 2023

Michael Dutton, Town Manager
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

Re: Dolores V. Lopiekes Trust

Dear Mr. Dutton :

In response to your email of November 29, 2023, enclosed herein please find the following requested documents, a copy of the:

1. Indenture of Trust of Dolores V. Lopiekes, dated May 20, 1999; and
2. First Amendment to said Trust, dated December 22, 2015.

If we can be of any further assistance please contact my office.

Very truly yours,

Kathleen M. Mulvey, RN, Esq.

Enclosures

99-229/Lopiekes//ltr town of bridgewater 120423/kmm

38 RESNIK ROAD, SUITE 300, PLYMOUTH, MA 02360 PHONE: 508.746.2200 FACSIMILE: 508.830.0917

INDENTURE OF TRUST OF

DOLORES V. LOPIEKES

This INDENTURE made this 20 day of May, 1999, by and between DOLORES V. LOPIEKES, of Bridgewater, County of Plymouth, Commonwealth of Massachusetts, as "Settlor," and as Trustee. This trust shall be known as the "DOLORES V. LOPIEKES Trust."

WITNESSETH THAT

WHEREAS, the Settlor desires to create a revocable trust in order that she may transfer certain property to such trust for the benefit of herself and certain beneficiaries; and

WHEREAS, the Settlor has transferred and delivered to the Trustee certain property in accordance with the receipt of the Trustee of even date herewith; and

WHEREAS, additional property, real or personal, may in the future likewise be transferred and delivered or conveyed, devised or bequeathed to the Trustee by the Settlor or others for or on behalf of the beneficiaries of this trust, all such additional property to be held under the provisions hereof as additional trust property.

NOW, THEREFORE, the Settlor and the Trustee do hereby mutually covenant and agree that property listed in said receipt of the Trustee of even date herewith, all additional property added to the trust by the Settlor during her lifetime and accepted by the Trustee, all additional property added to the trust at any time by any person other than the Settlor and accepted by the Trustee, and all property forming part of the Settlor's probate estate which is to be paid to the Trustee hereunder (such property and property acquired in substitution therefore all being sometimes hereinafter called the "trust property") shall be received and held by the Trustee and its successors BUT IN TRUST NEVERTHELESS for the purposes and upon the terms and conditions set forth in this Indenture.

ARTICLE FIRST: Rights Reserved by the Settlor:

A. The Settlor may, at any time or from time to time, remove or change the Trustee, or amend or revoke this trust in whole or in part by executing an appropriate instrument in writing, acknowledging it before a notary public, and mailing it or delivering it to the Trustee at the principal place of business of the Trustee.

B. The Trustee shall care for, manage, invest and reinvest the trust property and, during the life of the Settlor, the Trustee shall pay over to or for the benefit of the Settlor the net income from the property in this trust, together with such amounts of the principal thereof, as the Settlor may demand in an appropriate instrument in writing mailed or delivered to the Trustee at the principal place of business of the Trustee; provided, however, that if in the opinion of the Trustee it becomes inadvisable at any time in view of the mental or physical condition of the Settlor to pay all such income or any or all of such principal to her, or if at any time the Settlor shall be adjudicated incompetent, the Trustee may, in its discretion, withhold and accumulate such amounts of the income and principal of this trust as it deems advisable; furthermore, the Trustee may apply any or all of such income or principal for the benefit of the Settlor if it deems it advisable without the necessity of any demand by the Settlor.

ARTICLE SECOND: Advances to and Purchases from the Settlor's Estate; Payment of Taxes:

A. The Trustee may, in its sole discretion, pay or advance from the income or principal of the trust to the Executor or other fiduciary of the estate of the Settlor any and all indebtedness owed by the Settlor at the time of her death, any gifts or legacies included in the Settlor's Will, and any and all indebtedness existing against her estate, including all estate, legacy, succession, inheritance and other death taxes on present or future interests, or both, by whatever name called, and any penalties or interest thereon, becoming payable because of the Settlor's death or by virtue of any gift or transfer made by the Settlor during her lifetime, together with such other payments or loans as said Trustee, in its sole discretion, shall deem advisable; provided, however, that no trust property which is not a

part of the Settlor's gross estate for Federal estate tax purposes shall be used to make any of the payments referred to in this ARTICLE SECOND. The Trustee may make any such payments or loans hereunder upon such terms as said Trustee and said Executor or fiduciary may agree upon between themselves, and in making any such payments or loans, the Trustee may rely upon and in all respects be protected in acting in reliance upon a written request asking for such sum of income or principal from said Trust and signed by such Executor or other fiduciary of the Settlor's estate.

B. If, at the time of the death of the Settlor, the Trustee holds any United States Treasury obligations redeemable at par for the payment of Federal estate taxes, then notwithstanding anything hereinabove or in the Settlor's Will to the contrary, the Trustee shall in any event pay so much of the Federal estate taxes due by reason of the Settlor's death as is equal to the par value of such obligations and accrued interest thereon.

C. The Trustee may, if in its uncontrolled discretion it deems it advisable, purchase and retain as investments of said Trust any securities or other property, real or personal, forming part of or belonging to the estate of the Settlor. All successor Trustees, at the time of the death of the Settlor, must limit the equity investments to sixty (60%) percent of each individual trust's asset accumulation and require that no less than forty (40%) percent of each trust's assets be invested in guaranteed investments or securities.

D. The Trustee hereunder shall not be liable in any way for any loss resulting to any trust estate hereunder by reason of any payment, purchase or loan made pursuant to the provisions of this ARTICLE SECOND.

ARTICLE THIRD: Provisions for the Benefit of Certain Beneficiaries:

After the Settlor's death, the Trustee shall pay over, hold, administer and otherwise deal with the trust property as follows:

A. The Trustee shall hold the sum of One Hundred Thousand ($100,000.00) Dollars in a separate trust to be known as the "ANTHONY AND PETRONELE

LOPIEKES MEMORIAL TRUST," and the Trustee shall invest and reinvest said trust funds. Each year, the Trustee may make available two-thirds (2/3) of the net income of said fund to the BRIDGEWATER PUBLIC LIBRARY, or its successor, to be used exclusively for the purchase of museum passes to any or all of the following museums, or its successor:

1. MUSEUM OF FINE ARTS;
2. ISABELLA STEWART GARDNER MUSEUM;
3. NEW ENGLAND AQUARIUM; and
4. MUSEUM OF SCIENCE.

If any of the two-thirds (2/3) is unused, then it shall be added to the principal. The other one-third (1/3) of net income shall also be added to the principal of this Trust.

B. The Trustee shall hold the balance of the trust property in a separate trust to be known as the "LOPIEKES FAMILY MEMORIAL TRUST," and the Trustee shall invest and reinvest said trust funds. Each year, the Trustee may make available two-thirds (2/3) of the net income of said fund to the TOWN OF BRIDGEWATER to promote primarily a Fourth of July celebration including, but not limited to, fireworks, bands and a parade or, secondly, other such artistic and cultural events in the community, such as free concerts, plays, art exhibits, or similar activities as yet unknown. The use of said trust funds shall not be restricted to age, gender or any special group. It must be for the cultural benefit of everyone in the Town of Bridgewater. If any of the net income of said fund is unused, then it shall be added to the principal. The other one-third (1/3) of net income shall also be added to the principal of this Trust.

C. In connection with the establishment of the two trusts created pursuant to Paragraphs A. and B. hereinabove, if, at any time, the income generated from either trust cannot be used for the specific purposes outlined above, then said trust shall terminate and the principal and any accrued income thereon shall be distributed, discharged of all trust, to the ANGELL MEMORIAL ANIMAL HOSPITAL, located at 350 South Huntington Avenue, Boston, Massachusetts, or its successor, to be used for animal care.

ARTICLE FOURTH: Management of Trusts and Shares Thereof:

The Trustee may manage and invest separate shares, amounts or trusts hereunder as a single trust fund consisting of undivided interests.

ARTICLE FIFTH: Provisions Relating to Trustee and Related Matters:

A. The Settlor hereby appoints herself as Trustee of the trusts herein created. The determination of the Settlor's competency to continue to serve as Trustee shall be determined by the Settlor's physician with the written concurrence of one other registered physician.

B. In the event that any vacancy shall occur in the office of Trustee, either by death, disability or resignation, such vacancy shall be filled exclusively by the trio of PETER KAUFMAN, of Peabody, Massachusetts; MARION RUM, of Centerville, Massachusetts; and DAVID WOLOHOJIAN, of Bridgewater, Massachusetts, or the survivor of them. In the event of the death, disability or resignation of all of the successor Trustees, creating a vacancy in the office of Trustee, such vacancy shall be filled by STATE STREET BANK AND TRUST COMPANY. Reference to said Bank shall be deemed to include it and any successor to it.

C. Any successor Trustee hereunder in order to qualify as such Trustee shall attach its written acceptance of the trusts herein created to the original or any fully signed and executed copy of this Indenture.

D. Any Trustee hereunder may resign at any time by an instrument in writing duly signed by the Trustee so resigning and mailed or delivered to the beneficiary or beneficiaries of full age and legal competency then entitled to receive all or a portion of the income of the trusts herein created; provided, however, that no such resignation shall be effective until thirty (30) days after such mailing or delivery thereof.

E. No purchaser or other person dealing with any Trustee purporting to act under any power or authority granted in, or given by any Trustee in purported compliance with this Indenture or any part or parts of it, need inquire into the existence of facts upon which such purported power or authority depends or into the question whether such purported power or authority still exists.

F. The word "Trustee" includes both present and future Trustees wherever the context and facts require such construction.

G. The word "Executor" as used in this Indenture, shall be deemed to include an executrix, an administrator, an administratrix, or an administrator or an administratrix with the Will annexed.

H. The Trustees shall be entitled to receive reasonable compensation for the services they render hereunder, and they shall be reimbursed for all reasonable expenses actually incurred by them in connection with their services as Trustee.

I. Wherever one gender is used in this Indenture, it shall be deemed to include any other gender wherever the context so requires; and wherever the context so requires, the singular number shall be deemed to include the plural thereof and vice versa.

ARTICLE SIXTH: Trustee's Accountings:

The Trustee shall render an account annually to such living person or persons as are entitled, or in the discretion of the Trustee might be entitled, at the time of any such accounting to receive all or a portion of income of the trusts herein created; provided, however, that while the Settlor is serving as Trustee such accountings shall not be required. The approval of any person of full age or the guardian or parent of an incompetent person

to whom the account is so rendered shall, as to all matters stated therein, be final and binding upon him or such incompetent person, or any persons claiming through him or such incompetent person as the case may be. Any person of full age or the guardian or parent of an incompetent person to whom an account is rendered as herein provided shall be deemed to have approved the same if he assents to the account in writing, or if he does not communicate to the Trustee at the principal place of business of the Trustee his written objection to the account within ninety (90) days after the date the account is rendered. The Trustee shall not at any time be required to file any accounts in any court nor shall it be required to have such accounts judicially settled.

ARTICLE SEVENTH: Exemption from Bond; Rights, etc. of Successor Trustees:

All Trustees of the trusts herein created, whether or not specifically named in this Indenture, shall be excused from furnishing any bond, but if any court should require that a bond be furnished by one or more of them, no surety thereon shall be required.

Except as otherwise provided in this Indenture, each successor Trustee hereunder shall have all the rights, titles, powers, discretions and exemptions given to the Trustee herein named.

No firm, corporation or association, any of whose securities are owned by the trusts herein created, and no transfer agent of any such firm, corporation or association shall be required to ascertain whether or not the Trustee hereunder has the power and authority to sell or transfer any securities included in the trusts herein created.

No Trustee hereunder shall be liable for the acts, omissions or defaults of any other Trustee hereunder (whether a prior, present or successor Trustee), nor for failure to contest the accounts of any such other Trustee or failure to compel redress of any breach of trust unless previously so requested in writing addressed to such Trustee by a beneficiary or his guardian.

ARTICLE EIGHTH: Powers of Trustees:

The Trustee of the trusts herein created, in addition to and not in limitation of all common law and statutory authority and authority elsewhere conferred upon it in this Indenture, shall have all the powers necessary, convenient or incidental to the proper administration of said trusts and without limiting the generality of the foregoing, said Trustee from time to time and without resort to or order of any court, shall have the "Statutory Optional Fiduciary Powers" and the "Statutory Disability Discretionary Powers" as set forth in Sections 2. and 3. of Chapter 184B of the General Laws of the Commonwealth of Massachusetts.

ARTICLE NINTH: Massachusetts Law Clause:

This trust is created under, it is governed by, and it is to be construed and administered according to the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Settlor, DOLORES V. LOPIEKES, has hereunto set her hand and seal, and the Settlor, as Trustee, in token of her acceptance of the trusts hereby created, has caused these presents to be executed, on the day and year first above written.

Dolores V. Lopiekes
DOLORES V. LOPIEKES, Settlor

Dolores V. Lopiekes
DOLORES V. LOPIEKES, Trustee

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss. May 20, 1999

Then personally appeared before me this day DOLORES V. LOPIEKES and acknowledged the foregoing instrument to be her free act and deed.

Peter N. Muncey, Jr.,
Notary Public
My Commission Expires:
March 1, 2002

tdlopiek.doc\cathy\99

FIRST AMENDMENT TO INDENTURE OF TRUST OF

DOLORES V. LOPIEKES DATED MAY 20, 1999

Pursuant to the right of amendment reserved by me in Paragraph A. of ARTICLE FIRST of the DOLORES V. LOPIEKES Trust dated May 20, 1999, I do hereby amend said Trust as follows:

FIRST: By striking out Paragraph B. of ARTICLE SEVENTH of said Trust, as it is now written, and inserting in place thereof the following new Paragraph B. of ARTICLE SEVENTH:

"B. In the event that any vacancy shall occur in the office of Trustee, either by death, disability or resignation, such vacancy shall be filled by PETER KAUFMAN, ESQ., presently of Peabody, Massachusetts, CATHERINE BAKER, presently of North Easton, Massachusetts, and BRYAN BLUNDELL, presently of Bridgewater, Massachusetts, or the survivor(s) of them. In the event that a further vacancy shall occur in the office of Trustee, such vacancy shall be filled by CAPE COD 5 CENTS SAVINGS BANK, having its principal offices in Orleans, Massachusetts. Reference to said Bank shall be deemed to include it and any successor to it."

SECOND: In all other respects, I hereby ratify and confirm the provisions of said DOLORES V. LOPIEKES Trust, as executed by me on May 20, 1999.

IN WITNESS WHEREOF, I, the said DOLORES V. LOPIEKES, have hereunto set my hand and seal this 22nd day of December, 2015.

Dolores V. Lopiekes

DOLORES V. LOPIEKES, Settlor

99-229

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF PLYMOUTH

On this 22nd day of December, 2015, before me, the undersigned notary public, personally appeared DOLORES V. LOPIEKES, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's ~~license~~, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

PETER N. MUNCEY, JR.
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 21, 2016

Peter N. Muncey, Jr.,
Notary Public
My Commission Expires:
January 21, 2016

I, DOLORES V. LOPIEKES, as Trustee, hereby acknowledge receipt of the foregoing Amendment and assent thereto.

Dolores V. Lopiekes

DOLORES V. LOPIEKES, Trustee

99-229

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	7/15/2025
First Reading:	7/15/2025
Second Reading:	8/5/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY26-011: FY26 Water Rates

ORDERED that the Town Council assembled vote to establish water rates for FY26 for the Town of Bridgewater as follows:

Meter Size	FY2026
5/8" res	$42.23
5/8" non-res	$63.34
3/4"	$42.23
1" res	$126.68
1" non-res	$190.03
1 1/2" res	$211.14
1 1/2 non-res	$316.71
2" res	$337.82
2" non-res	$506.74
3" res	$675.65
3" non-res	$1,013.47
4" res	$1,055.70
4" non-res	$1,583.55
Tier 1 0-15 CCF	$3.51
Tier 2 15-100 CCF	$7.44
Tier 3 100+ CCF	$9.11

New Rates as outlined in presentation

VOICE VOTE FOR APPROVAL

REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Town Council	• 7/15/25: Referred to Budget & Finance and Finance Committee
• Budget & Finance	• Meeting 8/5/25 prior to Special Town Council Meeting
• Finance Committee	• 7/21/25: Voted 5-0 to recommend.

Attachments: None

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Town Manager
Date Introduced:	7/15/2025
First Reading:	7/15/2025
Second Reading:	8/5/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY26-012: FY26 Sewer Rates

ORDERED, that the Town Council assembled vote to establish sewer rates for FY26 for the Town of Bridgewater as follows:

Meter Size	FY2026
5/8" res	$47.73
5/8" non-res	$71.60
3/4"	$47.73
1" res	$143.20
1" non-res	$214.80
1 1/2" res	$238.66
1 1/2 non-res	$357.99
2" res	$381.86
2" non-res	$572.79
3" res	$763.72
3" non-res	$1,145.58
4" res	$1,193.31
4" non-res	$1,789.96
Tier 1 0-15 CCF	$4.06
Tier 2 15-100 CCF	$8.00
Tier 3 100+ CCF	$11.52

New Rates as outlined in presentation

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Town Council	• 7/15/25: referred to Budget & Finance and Finance Committee
• Budget & Finance	• Meeting 8/5/25 prior to Special Town Council meeting.
• Finance Committee	• 7/21/25: Voted 6-0 to recommend.

Attachments: None

VOICE VOTE FOR APPROVAL
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Johnny Loreti, Councilor
Date Introduced:	6/17/2025
First Reading:	6/17/2025
Second Reading:	6/30/2025
Amendments Adopted:	6/30/2025
Third Reading:	8/5/2025
Date Adopted:	
Date Effective:	

Order O-FY25-073: Town Clerk's Salary

ORDERED, that the Town Council assembled vote:

To set the Town Clerks Salary beginning July 1 2025 - Annually $89,305.18.

Explanation:
This sets the salary for the newly elected Town Clerk.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget & Finance	• 6/26/25: Voted to recommend with salary change
• Finance Committee	• 6/23/25: Voted 5-0 to take no action.
• Town Council	• 6/30/35: amendment made and approved to change salary; referred back to Finance Committee

VOICE VOTE
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

• Finance Committee	• 7/21/25: Voted 4-1 to recommend the salary change.

Attachments: None

VOICE VOTE
REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Adelene Ellenberg
Date Introduced:	8/5/2025
First Reading:	8/5/2025
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY26-013: An Order Creating an Ad hoc Forensic Audit Committee for the Town of Bridgewater

WHEREAS the Town of Bridgewater is committed to promoting fiscal discipline and integrity to our town budget, and

WHEREAS the Town of Bridgewater has undergone regular fiscal audits on the town's General Budget in recent years, and

WHEREAS the Town of Bridgewater has not undergone a Forensic Audit on any aspect of the town's General Budget, and

WHEREAS the Town of Bridgewater Golf Course, known as Olde Scotland Links, formerly produced a steady stream of revenue for the town, which was deposited in the Town's Golf Enterprise Fund. Said Enterprise Fund formerly funded the Town's Recreation Department.

WHEREAS the Town of Bridgewater gave up control of said Olde Scotland Links, by means of an Agreement facilitated by former Town Manager Michael Dutton.

WHEREAS the Town of Bridgewater has experienced a loss of revenue, generally, with annual receipts now of merely $200,000 for the Year 2024, and $400,000 for the Year 2025.

NOW THEREFORE, BE IT ORDAINED:

Council Ad Hoc Forensic Audit Committee

1. A Council Ad Hoc Forensic Audit Committee is hereby established to oversee the process of a Forensic Audit upon the Town of Bridgewater

2. Said Forensic Audit shall begin with the review of the Agreement that ceded control of Olde Scotland Links

to an outside party.

3. Said Forensic Audit shall investigate the Questions being raised by Town Councillorss and Town Residents about whether said Agreement is/was in the financial best
interest of the Town of Bridgewater.

4. Said Ad Hoc Committee shall consist of three (3) members of the Town Council, appointed by the Town Manager and ratified by the Town Council.

5. Said Ad Hoc Committee shall provide its feedback and findings to the full Council, the Community, and the Town Manager, and will:

a. Review all documentation regarding the Olde Scotland Links, to determine if any improprieties have occurred, which have resulted in a loss of revenue to the Town of Bridgewater.
b. Work with the accountants and/or attorneys to investigate and analyze said documentation.
c. Shall write up, with the assistance of said experts, a Report of the Findings of Evidence uncovered.
d. Shall report regularly to the full Council on the status of the Forensic Audit.

6. The Committee shall remain in effect while, and if, other issues are brought forward for investigation within said Forensic Audit.

Committee Referrals and Dispositions:

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

Attachments: None