

1. 6:00 P.M. Committee On The Department Of Public Works

Documents:

[18 NOV 7 DPW AGENDA.PDF](#)

- 1.1. 6:00 PM Committee On The Department Of Public Works

Documents:

[18 NOV 7 DPW MEETING.PDF](#)



**Braintree Town Council**  
**Committee on the Department of Public Works**  
One JFK Memorial Drive  
Braintree, Massachusetts 02184

**MEMBERS**

Thomas Whalen, Chairman  
Charles Kokoros, Vice-Chairman  
Stephen C. O'Brien, member

**AGENDA**

**Wednesday, NOVEMBER 7, 2018**

**Starting Time – 6:00 p.m.**

**Johnson Chambers, Town Hall**

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of Minutes
  - September 18, 2018
5. Old Business
  - None
6. New Business
  - 18 050 S&H Realty Trust: Encroachment Easement or take up any action relative thereto
7. Adjournment



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Charles Kokoros, Vice Chairman  
Stephen O'Brien, member

**September 18, 2018**  
**MINUTES**

A meeting of the Committee on the Department of Public Works was held in Fletcher Hall, Braintree Town Hall, on Tuesday, September 18, 2018, at 7:00p.m.

There was a moment of silence for all those serving in our armed services, past and present, and the meeting was opened with the pledge of allegiance to the flag.

Councilor Kokoros was in the Chair.

Clerk of the Council, Susan Cimino conducted the roll call.

Present: Charles Kokoros, Vice-Chairman  
Stephen O'Brien, member

Not Present: Thomas Whalen, Chairman

Also Present: James Arsenault, DPW Director  
David Flewelling, Comcast representative

**APPROVAL OF MINUTES**

• July 18, 2018

Motion: by Councilor Kokoros to Approve Minutes of July 18, 2018

Second: by Councilor O'Brien

Vote: For (2- Kokoros, O'Brien), Against (0), Absent (1- Whalen), Abstain (0)

**NEW BUSINESS**

• 18 054 Comcast Petition: Commerce Drive or take up any action relative thereto

David Flewelling, Comcast representative stated this is for service to 200 Commerce Drive. Comcast will add lines to stub conduits to have them already available for all of Commerce Drive. Some of this is in Weymouth and Comcast was already granted the permit to open the road from Weymouth. Mr. Flewelling stated it will be a short opening and back-filled little by little. Most of the opening will be in the grass island.

Councilor O'Brien read the motion for favorable recommendation to the full Council on the following with staff recommendations:

To install and maintain approximately 1,865 feet of communications cable in 2 (one-above-the-other) 4" PVC concrete encased conduits 24 inches deep 150 +/- feet in Grove Street and 1715 +/- feet in Commerce Drive to #333 Commerce Drive and including 3 new handholes and 3 lateral conduit runs, from an installation being constructed in West Street, Weymouth, at the Braintree – Weymouth Town Line to a handhole at 333 Commerce Drive in order to provide cable communication service to numbers 100, 200 and 333 Commerce Drive with staff recommendations:

**BELD:** BELD has a 13,800 volt underground system on Commerce Drive. This is a concrete encased duct bank to be identified through the Dig safe process.

The proposed plan and scope of work does not impact existing BELD electric or communication utilities within this site. Please submit all of the proposed plans and final "as built" drawings to this department on AutoCAD format where available.

The Engineering Department has no objection for approval being granted to this permit.

**DPW:** Neither Grove Street nor Commerce Drive are under the moratorium and much of the Commerce Drive installation will be in the landscaped medians. The DPW recommends that the permit be granted with the normal conditions imposed by the DPW Highway Division plus that:

1. An additional lateral conduit run be installed to service each undeveloped lot along Commerce Drive (appears to be only one large lot) in anticipation of future development;
2. where sidewalk surfaces are disturbed the surface is to be replaced in kind, at ADA compliant slopes and for the full width of the sidewalk;
3. all matches with existing surfaces be smooth, safe, properly surfaced and satisfactory to the Town;
4. the work be coordinated with the abutters to ensure that the properties are accessible at all times, including ADA compliant pedestrian access;
5. the conduit be installed outside of the trenches of the water and sewer mains and other utilities in service and that the trench pavement not be left low for any length of time;
6. the DPW be notified when the construction conflicts with Town utilities so the resolution can be mutually agreeable;
7. as-built plans be prepared and submitted satisfactory to the Department of Public Works;
8. the construction portion of the permit period not exceed two months from the start of construction and that the entire permit period be set at one year beginning at the date of Council approval.

We also recommend that the following requirement be added to the permit, if it is to be granted:

“Neither Comcast nor any of its contractors is authorized to close any street or to close a direction of travel to facilitate their work without authorization from the Director of the Department of Public Works or the Highway Superintendent. The Chief of Police can also authorize a closure for a police or fire emergency. Construction zone traffic safety issues are to be addressed by using appropriate traffic control signs and devices and the use of police officers for traffic control to safely guide traffic through the work zone. If a closure is authorized by the DPW, it shall not be implemented until signs and police officers (where needed) are properly in place in conformity with the written plan prepared by the contractor’s engineer and approved by the DPW and Police Department.”

Motion: by Councilor O’Brien for Favorable Recommendation to the full Council with Staff Recommendations.

Second: by Councilor Kokoros

Vote: For (2 – Kokoros, O’Brien), Against (0), Absent (1 - Whalen)

**OLD BUSINESS**

- NONE

It was unanimously voted to adjourn the meeting at 7:14p.m.

Respectfully submitted,  
Susan M. Cimino  
Clerk of the Council

**Documents provided for Meeting**

- 18 054 Comcast Petition: Commerce Drive or take up any action relative thereto

#18-050



Office of the Mayor  
One JFK Memorial Drive  
Braintree, Massachusetts 02184

Joseph C. Sullivan  
Mayor

781-794-8100

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2018 NOV -2 PM 3:30

To: Charles B. Ryan, President of the Council  
Town Council  
Town Clerk  
Clerk of the Council

From: Joseph C. Sullivan, Mayor

Handwritten initials "JCS" in a circle, likely the signature of Joseph C. Sullivan.

Date: October 30, 2018

Re: Approval of Grant of Easement on Town Property at Brookside Road to Viki Sarras, Trustee of the S&H Realty Trust

The purpose of this memorandum is to request that the Town Council approve the grant of an easement on a small area within the right of way for Brookside Road ("Easement Area"), adjacent to the Landing Pub/Ultimate Pizza, located at 2-10 Commercial Street ("Property"). The owner of the Property is Viki Sarras, Trustee of the S&H Realty Trust.

As you may recall, the structure on the Property was razed after being destroyed by fire in March 2015, and has subsequently been rebuilt and reopened as a restaurant, under a special permit from the Planning Board. When the completed structure was surveyed for the preparation of an "as-built" plan, it was discovered that the northwest corner of the structure extends several inches over the Property line into the Town right of way for Brookside Road near the intersection with Commercial Street, resulting in a triangular-shaped encroachment that runs for a few feet along the Brookside Road sidewalk. The Town Engineer has computed the area of the encroachment to be 3.40 square feet. This minimal encroachment has no effect on the public use of the sidewalk or the roadway, but the existence of the encroachment is an obstacle to the Planning Board's acceptance of the as-built plan and final approval of the project. Further, the existence of the encroachment could create title issues for the Property owner and hinder any future conveyance or financing of the Property.

To resolve this issue, the Law Department has prepared a Grant of Easement from the Town to the Property owner, to allow the occupation of the Easement Area by the structure on the Property. (A copy of the proposed Grant of Easement is attached to this Order, as is a reduced-size copy of the surveyor's plan, entitled "Foundation As-Built Plan Showing Building at 2-10 Commercial Street in Braintree, Mass.," prepared by Neponset Valley Survey Assoc., Inc., dated May 29, 2018.) The Grant of Easement requires the Property owner to maintain the portion of the structure within the Easement Area in good repair, at the owner's expense.

You may also recall that in 2016, by its approval of Order 16-038, the Town Council approved my request of granting to the same Property owner of a “seating and ramp easement,” which allowed the use of a portion of the sidewalk along Commercial Street (measuring 5 to 7 feet wide by 37 feet long, approximately 235 square feet in all), for the construction of an outdoor-dining deck and a handicapped-access ramp over the sidewalk. I recommended approval of that easement to encourage the revitalization of the Landing business district, and the Town Council supported that proposal. The proposed Grant of Easement now being presented to you is far more limited in scope, as the Easement Area will be just a few square feet in size and will not affect the use of the public sidewalk.

Accordingly, I ask for your favorable action on the following motion:

**MOTION:** That the Town Council vote to approve the Grant of Easement, as submitted to the Town Council and on file with the Clerk of the Council, that grants an easement to Viki Sarras, Trustee of the S& H Realty Trust, for the benefit of and appurtenant to the property located at 2-10 Commercial Street. As explained in the Grant of Easement, a small portion of the building located on said property encroaches upon the Town way known as Brookside Road. As described in the Grant of Easement, the area of encroachment is triangular-shaped and consists of 3.40 square feet, more or less. The location of the Town property that is subject to the Grant of Easement is shown on a plan on file with the Town Council entitled “Foundation As-Built Plan Showing Building at 2-10 Commercial Street in Braintree, Mass.,” prepared by Neponset Valley Survey Assoc., Inc., and dated May 29, 2018. A copy of said plan is to be recorded by the grantee at the Norfolk Registry of Deeds with the executed Grant of Easement. Further, the Mayor is authorized to sign the Grant of Easement on behalf of the Town and to take any other action necessary to effectuate this vote.

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2018 NOV -2 PM 3:30

## GRANT OF EASEMENT

### Property Address: 2-10 Commercial Street, Braintree, Massachusetts

This Grant of Easement is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by the **Town of Braintree**, a Massachusetts municipal corporation, acting by and through its Mayor, .having an address of One JFK Memorial Drive, Braintree, Massachusetts 02184 (“**Town**”), pursuant to a vote of the Town Council dated \_\_\_\_\_, 2018, a certified copy of which is attached hereto, to Viki Sarras, Trustee of the S & H Realty Trust, u/d/t dated September 15, 2005, and recorded with the Norfolk County Registry of Deeds in Book 22898, Page 403, with an address of 85 Belgrade Avenue, Roslindale, Massachusetts 02131 (“**Grantee**”).

WHEREAS, the Town is the owner of the public ways and sidewalks in the Town, including the public way known as Brookside Road and the areas appurtenant thereto (“**Burdened Premises**”); and,

WHEREAS, the Grantee is the owner of certain real property located at 2-10 Commercial Street, Braintree, Massachusetts, as more particularly described in a deed to the Grantee dated September 15, 2005, recorded with the Norfolk County Registry of Deeds in Book 22898, Page 408 (“**Benefitted Premises**”); and,

WHEREAS, an existing building on the Benefitted Premises (“**Existing Building**”) encroaches upon portions of the Burdened Premises at or near the intersection of Commercial Street and Brookside Road, as shown on a plan entitled “Foundation As-Built Plan Showing Building At 2-10 Commercial Street In Braintree, Mass.”, dated May 29, 2018, prepared by Neponset Valley Survey Assoc., Inc., attached hereto as Exhibit A (“**Plan**”), the area of encroachment being referred to hereafter as the “**Easement Area**”; and,

WHEREAS, the Town has agreed to grant to the Grantee as easement over the Easement Area for the benefit of the Benefitted Premises;

NOW, THEREFORE, for nominal consideration, the receipt of which is hereby acknowledged, the Town hereby grants to the Grantee, without covenants, upon and subject to the terms and conditions herein contained, for the benefit of the Benefitted Premises and running with and as appurtenant to the Benefitted Premises, the perpetual right and easement along, upon, above, over, under and across the Easement Area for the Existing Building, in its current location (“**Easement**”).

The Easement Area as shown on the Plan is described as follows:

Beginning at a point on the northerly layout line of Brookside Road 0.8 feet  
S63°25’05”W of its intersection with the westerly layout line of Commercial Street;

Thence running S22°26’58”E 0.7 feet to an angle point;

thence running S67°33'02"W 9.7 feet to a point on said existing northerly layout line of Brookside Road;

thence running N63°25'05"E 9.7 feet along said northerly layout line of Brookside Road to the point of beginning.

The above described Easement Area contains 3.40 square feet, more or less.

This Easement is granted subject to the right hereby expressly reserved by the Town to continue to use the said Easement Area for all purposes not adverse to the rights herein granted to the Grantee.

The Town makes no representation, either express or implied, with respect to the condition of the Easement Area. Grantee agrees that it shall use the Easement Area at its own risk.

The rights granted herein shall be subject to and with benefit of the following terms and conditions, which are accepted by Grantee:

1. Grantee, its successors and assigns shall maintain the Existing Building within the Easement Area in good repair, at its sole cost and expense.
2. Grantee, its successors and assigns shall have the right to access and pass and repass over the Easement Area to repair the Existing Building.
3. Grantee shall indemnify, defend and hold harmless the Town, its agents, employees, representatives and anyone claiming by, through or under the Town (collectively, with the Town, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, costs, and judgments of any nature whatsoever, in law and equity, which are or may be brought against the Indemnified Parties arising out of or relating to: (a) any failure on the part of Grantee to comply with any provision or term required to be performed or complied with by Grantee under this Easement, (b) death, injury or property damage suffered by any person on account of or arising from the encroachment of the Existing Building upon the Burdened Premises, and/or based upon the negligent act or omission or intention misconduct of the Grantee, its successors or assigns, and (c) any harm, injury, death, damage suffered or incurred by Grantee, its successors and assigns.
4. Grantee agrees that its use of the Easement Area shall not interfere unreasonably with the Town's use of the Burdened Premises.
5. Grantee shall promptly record this Easement and exhibits in the Norfolk County Registry of Deeds, at its own expense.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

The rights and easement herein granted are subject to all restrictions, covenants, easements and other encumbrances of record to the extent in force and applicable.

This Easement does not affect the rights and obligations of the parties under any other agreement between the parties.

This Easement may only be modified or changed by an agreement in writing of the duly-authorized parties or, as applicable, their successors and assigns.

This Easement and any amendments thereto shall be governed by the laws of the Commonwealth of Massachusetts; and any and all legal actions brought in connection with this Easement shall be brought in courts within the Commonwealth of Massachusetts.

[Signature Pages Follow]

EXECUTED under seal as of the date first set forth above.

**Grantor:**

TOWN OF BRAINTREE

By its Mayor

---

Joseph C. Sullivan, Mayor

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared Joseph C. Sullivan, Mayor of the Town of Braintree as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Braintree.

---

Notary Public

My Commission Expires:

**ACCEPTANCE OF EASEMENT**

**Grantee:**

S & H REALTY TRUST

\_\_\_\_\_

Viki Sarras, Trustee

COMMONWEALTH OF MASSACHUSETTS

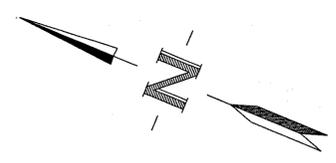
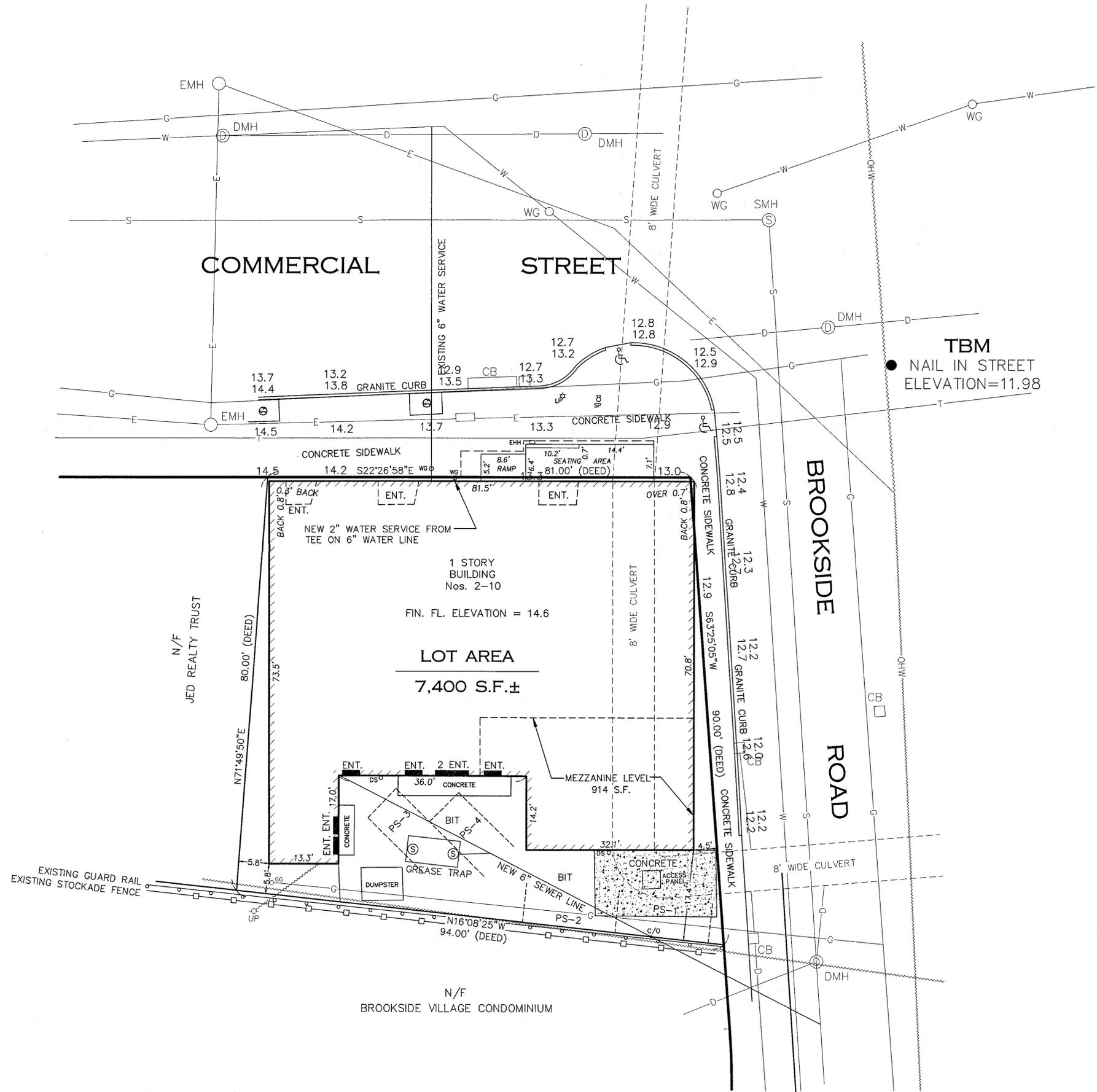
Norfolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared Viki Sarras, Trustee of S & H 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, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of S & H Realty Trust.

\_\_\_\_\_

Notary Public

My Commission Expires:



Stephen P. DesRoché  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF MASSACHUSETTS  
 NO. 27699

**AS-BUILT SITE PLAN**  
 AT  
**2-10 COMMERCIAL STREET**  
 IN  
**BRAINTREE, MASS.**

PREPARED BY:  
**NEPONSET VALLEY SURVEY ASSOC., INC.**  
 95 WHITE STREET  
 QUINCY, MA 02169

SCALE: 1"=10'  
 DATE: MAY 29, 2018



MAP (17-1029)