

CHARLES C. KOKOROS
President
District 1

LELAND A. DINGEE
At Large

SEAN E. POWERS
At Large

CHARLES B. RYAN
At Large

JOHN C. MULLANEY
District 2



THOMAS M. BOWES
Vice President
District 3

HENRY N. JOYCE
District 4

RONALD E. DENAPOLI
District 5

PAUL "DAN" CLIFFORD
District 6

OFFICE OF THE TOWN COUNCIL

- AGENDA -

September 3, 2013 • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30_{PM}

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

ROLL CALL

CORRESPONDENCE

ANNOUNCEMENTS

- 026 13 Council President: Household Waste Collection – Resident Meeting
- 027 13 Council President: 19th Annual Deanna & Ralph Bizokas Jr. Charity Golf Tournament

APPROVAL OF MINUTES

- August 13, 2013

CITIZEN CONCERNS/COUNCIL RESPONSE

OLD BUSINESS

Committee on Public Works

- 13 033 NationalGrid: Petition – Belmont Street
- 13 034 NationalGrid: Petition – Hickory Road

Committee on Ways & Means

- 13 035 Appropriation from Community Preservation Fund – Recreation Facility at 1969 Washington Street
- 13 036 Request for Transfer of Funds – UWUA, Local 466 Contract
- 13 037 Request for Transfer of Funds – Non-Union Management Personnel

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

NEW BUSINESS

Refer to Committee on Public Works

- 13 038 NationalGrid: Petition – 621 Pond Street

Refer to Committee on Public Safety

- 023 13 Council President: Request by Logan Park Resident for Traffic Signalization

Topics the Chair does not reasonably anticipate will be discussed

ADJOURNMENT

- Next Council Meetings: **Tuesday, September 17, 2013 @ 7:30pm**



Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Joseph C. Sullivan
Mayor

781-794-8100

For Immediate Release
August 27, 2013

Contact Robyn LaFrance
781-794-8100

COME AND TALK TRASH WITH MAYOR SULLIVAN

Mayor Joseph C. Sullivan will host a public meeting at Braintree Town Hall on Tuesday, September 10, 2013 from 7 to 8:30 pm to discuss the new automated trash and recycle program for Braintree. Town residents will receive two 64 gallon carts that will be used in Braintree's new automated collection which is scheduled to start on September 30.

Automation, with its built in efficiencies, will make Braintree a greener, cleaner and more sustainable community. The purpose of the public meeting is to discuss and explain the new program and to answer questions that residents may have.

"I am excited to introduce this modern collection method being used throughout the United States. It is fast becoming a method of choice in Massachusetts and will make our municipal trash/recycling program an improved service" said Mayor Sullivan.

Braintree's New Trash Collection Company Is



Customer Service

617-361-8000

Braintree Trash & Recycling Office

781-794-8088

FREQUENTLY ASKED QUESTIONS

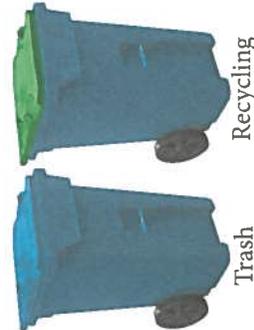
1. Can we buy or put out extra bags or barrels?
Only materials within the carts will be collected.
The Town will be evaluating an equitable fee system for an additional cart where needed.
2. What about other services currently provided?
All Drop-off services at the Recycling Center & the Compost Site and bulk items, yardwaste & monthly metals pickup remain the same.
3. How much trash can the new carts hold?
Cart holds same amount of trash as 5-7 of the tall kitchen trash bags or 2-3 black/green plastic bags.
5. What if I am moving or cleanout my garage, attic, etc.?
Cleanouts should be arranged by hiring a dumpster or, by bringing the materials to the Covanta Transfer Station (reduced rate of 10 cents per lb. for disposal applies). Covanta telephone number is 781-843-6209 and is open Mon.-Sat. (7AM-3PM)

Recycling cart program partially funded by MassDEP.
Printed on paper using 50% post-consumer recycled content

Braintree Trash & Recycling Office
10 Pond Street
Braintree, MA 02184

PRESORT STANDARD
U.S. POSTAGE
PAID
PERMIT #679
BROCKTON, MA

Beginning September 30th...
Curbside Automated
Collection Services



See Inside for Details



Dear Braintree Resident,

I am excited to announce that you will soon receive two 64 gallon wheeled carts that will be used in our new automated trash/recycling collection program beginning Monday, September 30th.

Enclosed is additional information on the program for your review.

In this transition, your cooperation and understanding will help us attain a more cost effective and efficient trash/recycling program while improving our environment.

Sincerely,

Joseph C. Sullivan, Mayor

P.S. — Your 2013 trash fee must be paid by September 4th to utilize this program.

Call Sunrise Scavenger
For Pickup of Appliances
And Large Items:
617-361-8000

New Trash/Recycling Information

Don't Trash It Recycle It

Trash and Recycling Office
Customer Service
781-794-8088



Aluminum, foil, tin cans
and aerosol cans



Milk and juice cartons,
juice/soymilk boxes



Glass jars and bottles



All plastic containers

PLEASE DO NOT RECYCLE:

- Styrofoam
- Electronics
- Ceramics or dishes
- Food waste
- Plastic grocery bags
- Plastic bags
- Motor oil containers
- Hazardous waste containers
- Light bulbs, window glass or mirrors
- Yard waste



Paper books,
telephone books



Flattened cardboard boxes



Newspaper, magazines, catalogs

CURBSIDE COLLECTION YARD WASTE

- Leaves, grass & twigs must be in paper leaf bags or open top barrels. Please have curbside by 7AM.
- Pickups for Fall 2013 are Saturday, November 2,9,16,23 & 30.
- NO plastic bags please.

CURBSIDE PICK UP OF LARGE ITEMS

- 1-2 pieces of furniture is allowed per week.
- Mattress & box spring considered one piece.
- Carpet & wood must be cut to 3-4 ft. lengths and tied, limit of three bundles/week.

Trash Bill and
Drop-Off Trash
Sticker Questions
Treasurer/Collector's
Office at Town Hall
781-794-8130

www.braintree.ma.gov/recycling

DROP-OFF CENTER - RECYCLING

257 Ivory Street

- Open Year Round – Closed Holidays
- Hours: Mon-Sat 7:00 AM - 3:00 PM
- Curbside recyclables
- Textiles (St. Vincent De Paul)
- Mercury items such as bulbs, thermometers, thermostats and propane tanks are accepted.

**TRASH/RECYCLING/YARD WASTE
MUST BE CURBSIDE BY 7:00 AM.**



Joseph C. Sullivan, Mayor
Town of Braintree

Dear Supporter,

The 19th Annual Deanna M. & Ralph A. Bizokas Jr. Scholarship Fund and Charity Golf Tournament is upon us once again. It will take place on October 4th, 2013, beginning at 7a.m. at the Ponkapoag Golf Club in Canton.

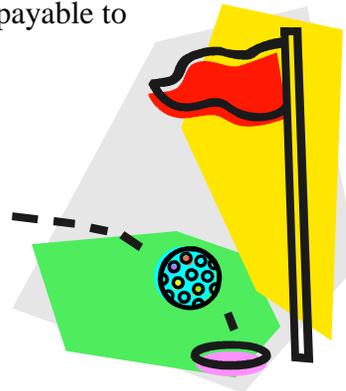


This year we have awarded two \$1000 Local 2222 IBEW AFL-CIO Scholarships in memory of Ralph and Deanna. Many more donations have also been made in their names. Charities like Pan-Mass Challenge, March of Dimes, American Cancer Relay for Life, Friends of Hospice, and others have benefited from our supporters generous donations. In fact, over the course of 18 tournaments, well over \$200,000 has been donated or awarded in scholarships.

The tournament needs corporate and individual sponsorships in order to be successful. We have a number of tee/green sponsorships available at a cost of \$100 each. The sponsorship will result in your name being prominently displayed at a tee or green and at the reception. It will be seen by almost 200 golfers in attendance at the course and by another 100 or more people at the reception. As a tee/green sponsor you will receive tournament golf apparel and are cordially invited to attend the dinner following the tournament at the Braintree Sons of Italy Hall.

Raffle prizes are also needed for the tournament. Any type of donation, such as a gift certificate, golf accessory, sports memorabilia, etc. would be greatly appreciated.

All checks for sponsoring a hole should be made payable to RAB Scholarship Fund and mailed to Charleene O'Donnell, 9 Harvest Lane, Hingham, MA, 02043.



If you wish to become a sponsor, donate a gift, or need additional information please contact Michael Bizokas at (781)223-7778 or email mikeybiz@verizon.net.



Thank you in advance for your help and support.

The Bizokas Family and Friends

CHARLES C. KOKOROS
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OFFICE OF THE TOWN COUNCIL

August 13, 2013

MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, August 13, 2013 beginning at 7:30p.m.

Council President Kokoros was in the chair.

The Clerk of the Council conducted the roll call.

Present: Charles Kokoros, President
Thomas Bowes, Vice President
Leland Dingee
Sean Powers
Charles Ryan
John Mullaney
Henry Joyce
Paul Dan Clifford

Not Present: Ronald DeNapoli

Others: Joseph C. Sullivan, Mayor
Peter Morin, Chief of Staff
Edward Spellman, Finance Director
Jeffry Kunz, Recycling Coordinator
Eric Kinsherf, Town Auditor

CORRESPONDENCE

None

ANNOUNCEMENTS

- 021 13 Councilor Dingee: Watson Park Splash Pad
- 025 13 Councilor Powers: Commendation, Liberty Bay Credit Union (withdrawn)

APPROVAL OF MINUTES

- **July 16, 2013**

Motion: by Councilor Bowes to approve minutes of July 16, 2013

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

CITIZEN CONCERNS/COUNCIL RESPONSE

- **022 13 Council President: Request by Babe Ruth League for Field Donation (withdrawn)**
- **023 13 Council President: Request by Logan Park Resident for Traffic Signalization**

Mr. Carl Zingarelli of Logan Park reported that a traffic signal as well as a cross walk and sidewalk need to be installed at 193 Grove Street, which is a disabled and elderly living center. On numerous occasions he has witnessed handicapped and elderly persons attempting to cross Grove Street at Logan Park to get to the shopping plaza that is on the opposite side of the road. He has contacted Representative Cusack's Office to see if his office could assist as Grove Street is a State road.

Council President Kokoros commented that he would draft a letter on behalf of the Council to Representative Cusack in support of this request.

- **024 13 Councilor Powers: Household Waste Collection – Resident Complaints**

Jeff Kunz, Recycling Coordinator for the Town, explained that during the first two weeks of waste collection several problems arose as a result of the new waste collection company becoming accustomed to the road system/routes in Braintree. Resident complaints were addressed and have decreased significantly since that time. Sunrise Scavenger has a customer hot line available and will address any issues as they are reported.

OLD BUSINESS

Committee on Ways & Means

- **13 030 Mayor: FY2013 Line Item Transfer/Reversal and Correction**

Motion: by Councilor Bowes to open public hearing

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

Councilor Clifford, Chairman of the Committee on Ways & Means, reported that the Committee recommended favorable action on each of the three funding requests.

Council President Kokoros asked if any member of the Council or anyone from the public would like to speak on Order 13 030. No one came forward.

Motion: by Councilor Bowes to close public hearing

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

Councilor Bowes read into the records the June 20, 2013 memo from Peter Morin, detailing each of the three requests.

Councilor Bowes read the first of three motions: That Council Order 13-011 (5B) as previously adopted be amended by transferring the sum of \$20,000 from the Finance Department/ Program 51- Debt Interest / Bond Interest account to the Finance Department/ Program 08- Information Technology Other Equipment account 01-13308-5875.

Motion: by Councilor Bowes to approve Order 13 030 (1)

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

Councilor Bowes read the second of three motions: That the sum of \$8,000 be transferred from the Finance Department/ Program 51- Debt Interest / Bond Interest account to the Department of Public Works /Program 2– Facilities and Equipment Maintenance / Vandalism Repairs account 01-40002-5255.

Motion: by Councilor Bowes to approve Order 13 030 (2)

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

Councilor Bowes read the last of three motions: That the sum of \$5,000 be transferred from the Finance Department/ Program 50- Debt Principal / Bond Principal Interest account to the Department of Municipal Licenses and Inspections Code Enforcement Program / Pest Control account 01-24105-5389.

Motion: by Councilor Bowes to approve Order 13 030 (3)

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

- **13 032 Mayor: Bond Authorization for Trash and Recycling Receptacle Purchase**

Motion: by Councilor Bowes to open public hearing

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

Councilor Clifford, Chairman of the Committee on Ways & Means, reported that the Committee recommended favorable action on a vote of 4 for, 0 against and 1 present.

Council President Kokoros asked if any member of the Council or anyone from the public would like to speak on Order 13 032.

Mayor Sullivan commented that the move to automated waste collection is a change to curbside pickup residents are accustomed too; utilizing two 64 gallon containers – one for waste and the other for recycling. He noted that his office will be holding two public sessions to discuss these changes with residents. Sunrise Scavenger is qualified waste collection company. The contract has an annual 2% cap on costs during the five year contract. The contract will result in \$755,000 in savings over five years. There will be a behavioral adjustment by the community. The goal is to reduce overall tonnage of household waste and increase recycling. Using the savings achieved this fiscal year he is committed to reduce the trash fee in fiscal year 2015. He would like to implement the automated pickup program by no later than October 14th but, would prefer it begin on September 30th.

Peter Morin, Chief of Staff, reviewed each of the sixteen PowerPoint presentation slides he earlier electronically transmitted to the Council Office that day.

Requested Bond Authorization of Trash Receptacles

Goals

- Maintain high quality customer service
- Contain costs
- Increase recycling

Braintree's Solid Waste Disposal Costs

- Solid Waste disposal costs had been contained successfully through the Tri-Town Alliance from 2009 to 2011.
- In the last two fiscal years costs increased approximately 15% from \$1,353,851 to \$1,558,812.
- The Tri-Town contract expired and Quincy entered into a contract with Sunrise Scavenger.

Braintree-Weymouth RFP

- Braintree and Weymouth issued a joint RFP
- The RFP asked for bids using automated trucks.
- Trucks would also pick up weekly single stream recycling.
- Yard waste, Christmas Tree pickups, appliance disposal, revenue sharing from recycling, cost per 30 yard dumpster and cost sharing of cart acquisition were included.

Responses to RFP

- Six responses (one just for recycling was withdrawn).
- Capitol (incumbent also offered one year status quo)
- DelPrete
- EZ (non-union Capitol associate)
- Waste Management (industry leader)
- Sunrise Scavenger (Boston and Quincy).

Cost Comparison

- DelPrete \$1,991,272
- Capitol \$1,670,000
- Waste Management \$1,516,300
- EZ \$1,418,000
- Sunrise Scavenger \$1,267,046
- Capitol Status quo one year at \$1,509,450

Sharing Cart Acquisition Costs

- EZ offered to finance half the cost of acquisition, offer valued at \$45,000/year over 10 years or \$90,000 over five years.
- Sunrise offered a one-time \$20,000 payment.
- No other bidders offered cart acquisition payments.

Projected Five Year Cost

- Assuming cost neutral rate of growth over 5 years:
- Del Prete \$9,956,360
- Capitol \$8,350,000
- Waste Management \$7,581,500
- EZ \$6,640,000
- Sunrise Scavenger \$6,315,230

Lowest Bidder

- Sunrise Scavenger's bid was \$324,770 cheaper than next lowest bidder over five years.

Comparison with Status Quo

- Capitol offered a one year "status quo" contract at \$1,509,450
- Sunrise Scavenger's bid was \$1,267,046.
- Sunrise Scavengers bid was \$242,404 lower than status quo.
- Capitol's costs have grown by 7.5% each of last two years.
- Sunrise Scavenger locked in at 2% per year.

Additional Costs and Savings with Sunrise Scavenger

- Costs: Cart acquisition costs of \$833,125 over five years (\$166,625 average over five years). Includes principal and interest for bonding \$755,000. Bonds originally \$905,000. Town has \$130,000 state grant and \$20,000 from Scavenger to reduce bonding amount.
- Savings: Projected reduction of tipping fee of \$35,000 to \$50,000 per year. Totals \$175,000 to \$250,000 over 5 years.

Status Quo vs. Scavenger

- Status Quo costs with 3% increase per year over five years \$8,013,876
- Sunrise Scavenger cost with 2% increase over five years \$6,593,758.
- Sunrise Scavenger contract provides gross savings of \$1,420,118 over five years.

Determining net savings

- Subtract bonding costs of \$833,125 reduces projected savings to \$586,993
- Add projected reduction in tipping fees of \$175,000 to \$250,000 over five years yields a projected net savings between \$761,993 and \$836,993.
- This reduces costs to the 9681 households paying trash fees by \$79 to \$86 over five years avoiding a trash fee increase of approximately \$15 per year.

Customer Service

- Households allowed two bulky items a week (bikes, furniture, mattresses small amounts of construction debris, etc.)
- Two household appliances ("white goods") per month
- Six additional bags of trash per house on Christmas week and the week after
- Christmas tree pick up first two weeks in January
- Yard waste curbside pick-up seven weeks a year.

Customer service

- Contract includes a schedule of 19 fines for Sunrise Scavenger not delivering quality service.
- Town determines if violation has occurred.
- Sunrise Scavenger will maintain a customer service line.

Trash Receptacles

- Each home will receive two trash containers, one for household waste one for recycling. The standard size is 64 gallons.
- Each household will be asked to try the standard container. If after trying the standard, they have a hardship a 35 gallon container will be provided.
- If after trying the standard, a household requires an additional container, they can purchase one, price is tentatively set at \$100.

Trash Receptacles

- Each receptacle has a 10 year warranty. Damaged carts will be replaced or repaired.
- Each cart will have information on trash disposal and recycling embedded on the covers.

Kevin Houchen of Braintree questioned how handling of extra large items would be handled, would the containers be required to be in a certain location for pickup, would all items be required to be in the containers and would a dumping fee be imposed on using the transfer station for extra trash.

Jeff Kunz, Recycling Coordinator, stated that two bulky items, such as bikes, tables, could be placed beside the trash container each week for pickup. And, once a month, "white goods" would be picked up as they had been in the past. Residents cannot place extra household waste bags beside containers; everything needs to fit into the 64 gallon container. Except for large quantities of construction materials, there would not be additional fees for residents who want to bring trash to the transfer station. As is the current practice for construction material, residents would pay ten cents per pound for disposal of this material and it is required to be charged to a credit card. When the two containers are delivered to each household who have paid the trash fee, they would be placed in the location they would need to be placed on waste collection day. This information will be included with the delivery of the containers.

Mr. Manning of Braintree asked if a trash fee would be charged each year. Mayor Sullivan commented that he is committed to reducing the trash fee for fiscal year 2015 and hopes it could be reduced further in the years ahead.

Diane Donahue of Braintree asked why a five year contract rather than a three year contract given the new automated pickup. Mayor Sullivan said it provides an economical savings over a longer time frame.

Ron Walsh of Braintree asked if an updated list of recyclable items would be made available and if there was a weight limit that is placed in the container. Jeff Kunz commented that a listing of recyclable items will be imprinted on the cover of the containers and, no weight limit. Mr. Walsh asked why Sunrise Scavenger was chosen when EZ Waste Company was close in costs. Mayor Sullivan they are a partner that is most capable and provided the best costs.

Councilor Bowes commented that the \$100 fee for an added container was a fair price.

Councilor Dingee asked if the Mayor's Office could address inclement weather issues on the town website to advise residents what to do when they cannot place the containers in the location due to snow banks.

Councilor Clifford commented that the 16% recycling rate presented an opportunity to increase the recycling rate to lower the trash fee.

Council President Kokoros once again if anyone would like to speak before the public hearing is closed. No one came forward.

Motion: by Councilor Bowes to close public hearing

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

Councilor Bowes read the following Motion: That the Town of Braintree appropriates the sum of Nine Hundred and Five Thousand Dollars (\$905,000) to pay costs of purchasing solid waste collection and recycling carts, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(9) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor. The amount authorized to be borrowed pursuant to this Order shall be reduced to the extent of any grants, gifts or other funds received by the Town to pay costs of purchasing solid waste collection and recycling bins described above, which amounts are expected to total approximately \$150,000.

Motion: by Councilor Bowes to approve Order 13 032

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

NEW BUSINESS

Refer to Committee on Public Works

- **13 033 NationalGrid: Petition – Belmont Street**
- **13 034 NationalGrid: Petition – Hickory Road**

Motion: by Councilor Bowes to refer Orders 13 033 and 13 034 to Committee

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

Refer to Committee on Ways & Means

- **13 035 Appropriation from Community Preservation Fund – Recreation Facility at 1969 Washington Street**
- **13 036 Request for Transfer of Funds – UWUA, Local 466 Contract**
- **13 037 Request for Transfer of Funds – Non-Union Management Personnel**

Motion: by Councilor Bowes to refer Orders 13 035, 13 036 and 13 037 to Committee

Second: by Councilor Ryan

Vote: For (8), Against (0), Absent (1- DeNapoli)

ADJOURNMENT

It was unanimously voted to adjourn the meeting at 9:33p.m.

Respectfully submitted,
James M. Casey
Clerk of the Council

Documents provided for Meeting

- July 16, 2013
- 022 13 Council President: Request by Babe Ruth League for Field Donation
- 023 13 Council President: Request by Logan Park Resident for Traffic Signalization
- 024 13 Councilor Powers: Household Waste Collection – Resident Complaints
- 13 030 Mayor: FY2013 Line Item Transfer/Reversal and Correction
- 13 032 Mayor: Bond Authorization for Trash and Recycling Receptacle Purchase
- 13 033 NationalGrid: Petition – Belmont Street
- 13 034 NationalGrid: Petition – Hickory Road
- 13 035 Appropriation from Community Preservation Fund – Recreation Facility at 1969 Washington Street
- 13 036 Request for Transfer of Funds – UWUA, Local 466 Contract
- 13 037 Request for Transfer of Funds – Non-Union Management Personnel

**NATIONAL GRID PETIIONS
COUNCIL ORDERS
#13 033 and #13 034**

STAFF RECOMMENDATIONS

13 033 – Belmont Street

To install and maintain approximately 30 feet, more or less of 2 inch gas main in Hickory Road. From the existing 2 inch gas main at House #16, easterly to House #27 for a new gas service.

BELD: Has no underground electric transmission or distribution lines within the proposed scope of work. No special requests or on site safety personnel required.

DPW: The street is not under the 5-year moratorium. It is our recommendation that this petition **should be approved with our “standard” repair specifications, being sure to use binder, then top.**

13 034 – Hickory Road

To install and maintain approximately 45 feet, more or less of 2 inch gas main in Belmont Street. From the existing 2 inch gas main at House #33, westerly to House #38 for a new gas service.

BELD: Has no underground electric transmission or distribution lines within the proposed scope of work. No special requests or on site safety personnel required.

DPW: The street is not under the 5-year moratorium. It is our recommendation that this petition **should be approved with our “standard” repair specifications, being sure to use binder, then top.**

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

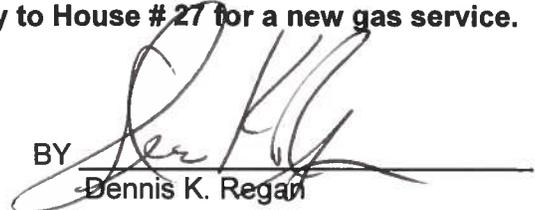
#13 033

Town of Braintree/ Town Council:-

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways, and places of the **Town of Braintree** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

**To install and maintain approximately 30 feet, more or less of 2 inch gas main in Belmont St , Braintree.
From the existing 2 inch gas main at House # 16, Easterly to House # 27 for a new gas service.**

DATE July 16, 2013

BY 
Dennis K. Regan
Permit Representative

ORDER FOR GAS MAIN LOCATION

Town of Braintree/ Town Council:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways, and places of the **Town of Braintree** substantially as described in the petition dated July 16, 2013 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Braintree** applicable to the enjoyment of said locations and rights.

Dated this _____ day of _____, 20 ____.

I hereby certify that the foregoing order was duly adopted by the _____ of the City of _____, MA on the _____ day of _____ 20 ____.

BY _____

Title

**RETURN ORIGINAL TO THE PERMIT SECTION
NATIONALGRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS**

RECEIVED TOWN CLERK
BRAintree, MA
2013 JUL 16 PM 2:52

Office of the Board of Assessors

ONE JOHN FITZGERALD KENNEDY MEMORIAL DRIVE

BRAINTREE, MASSACHUSETTS 02184

TEL: (781) 794-8050 • (781) 794-8056

FAX: (781) 794-8068



DATE: July 16th, 2013

APPLICANT: National Grid

This is to certify that at the time of submission of this form to the Board of Assessors, the names and addresses of the parties assessed as adjoining owners to the parcel of land shown and described are as written and are the parties according to the records of the Assessors.

Office of the Board of Assessors



Robert M. Cusack
Chairman

Abutters List

| ParcelID | Location | Owner | Co-Owner | Mailing Address | City | State | Zip |
|-----------|-------------------|-----------------------------|-----------------------|-------------------|-----------|-------|-------|
| 3051 0 28 | 20 24 HERITAGE LN | BRAINTREE HOUSING AUTHORITY | | 20 24 HERITAGE LN | BRAINTREE | MA | 02184 |
| 3053 0 10 | 27 BELMONT ST | PERERA KELUM N | PERERA SHAKILA M TBYE | 27 BELMONT STREET | BRAINTREE | MA | 02184 |
| 3053 0 11 | 21 BELMONT ST | LAWRENCE SABITA | LAWRENCE CHAMPAWANTI | 21 BELMONT STREET | BRAINTREE | MA | 02184 |
| 3053 0 6 | 22 BELMONT ST | LECUIVRE NICOLE M | DANHO JONATHAN N TIC | 22 BELMONT STREET | BRAINTREE | MA | 02184 |

End of Report

JUL 16 2013

Board of Assessors
Braintree, MA

ABUTTERS LIST

LOCUS MAP & LOT: 3053 / 10
LOCUS OWNER: NATIONAL GRID
LOCUS ADDRESS: _____

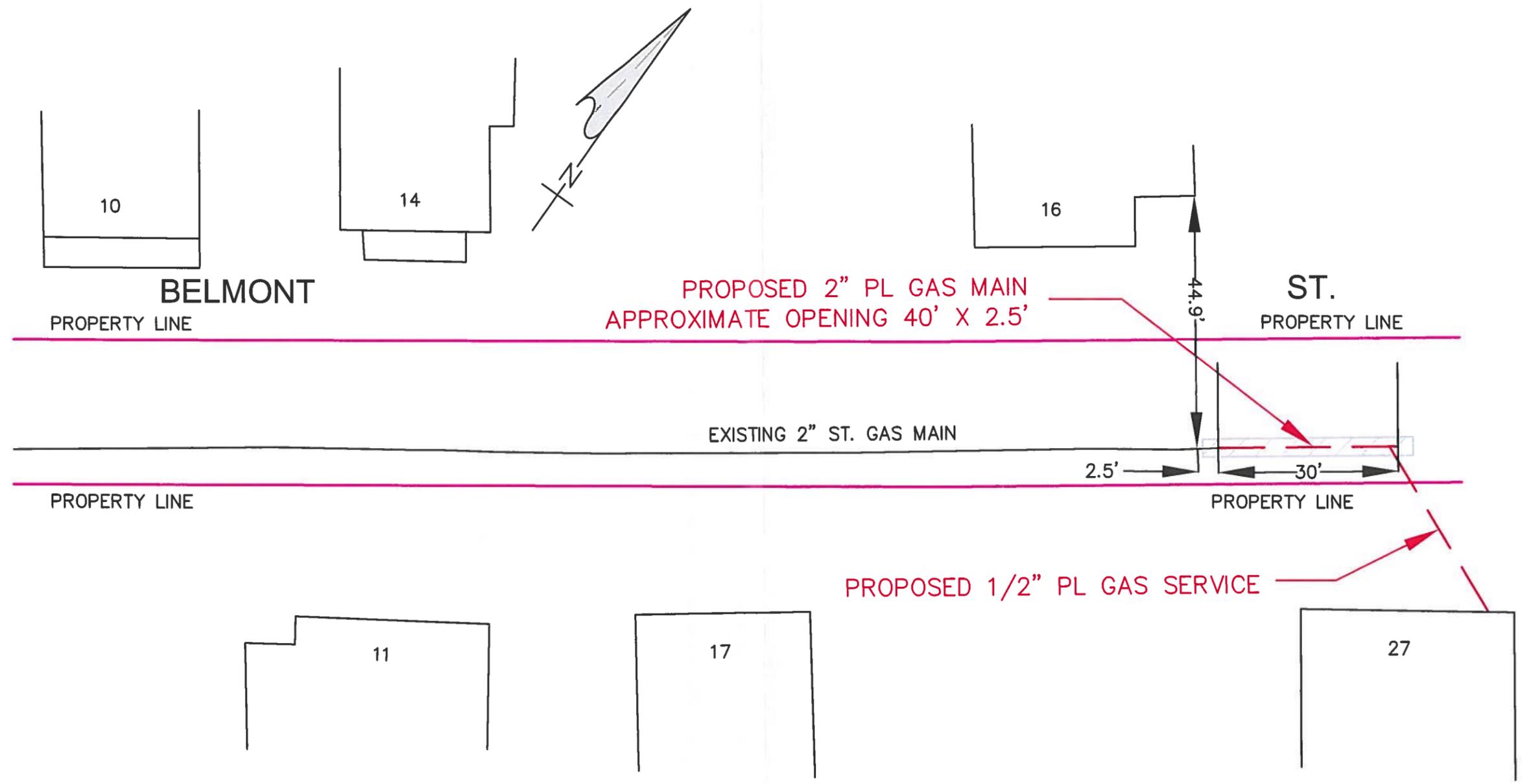
DATE: 7-16-13

CONTACT PERSON: DENNIS REGAN
CONTACT PHONE #: 617-327-8780

PLEASE PRINT CLEARLY

| PARCEL ID / MAP AND LOT #'s | LOCATION OF PROPERTY | PROPERTY OWNER'S NAME AND MAILING ADDRESS |
|--------------------------------|----------------------|-------------------------------------------|
| 3053 / 10 | 27 BELMONT ST | |
| 3053 / 11 | 21 BELMONT ST | |
| 3053 / 6 | 22 BELMONT ST. | |
| 3051 / 28 | 35 & 37 HERITAGE LN. | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

#13 033



BELMONT
PROPERTY LINE

PROPOSED 2" PL GAS MAIN
APPROXIMATE OPENING 40' X 2.5'

ST.
PROPERTY LINE

EXISTING 2" ST. GAS MAIN

PROPERTY LINE

PROPOSED 1/2" PL GAS SERVICE

11

17

27

- NEW GAS
- ELECTRIC
- GAS
- WATER
- STORM DRAIN
- SANITARY SEWER
- TELEPHONE
- E.O.R. — E.O.R. — EDGE OF ROADWAY

NOTE:
THE LOCATION OF SURFACE AND UNDERGROUND OBJECTS SHOWN ARE NOT WARRANTED TO BE CORRECT

CALL 811 BEFORE YOU DIG

UTILITIES AND STREET LINES COMPILED FROM AVAILABLE DATA SOURCES
NO FIELD VERIFICATION PERFORMED



40 SYLVAN ROAD
WALTHAM, MA 02451

GRANT OF LOCATION
PROPOSED OPENING TO INSTALL 2" GAS MAIN

27 BELMONT ST., BRAINTREE MA., 02184

| ENGR/DRFTMN | DATE: | SIZE: | PRESSURE: | MATERIAL: | LENGTH | WORK ORDER NO. |
|-------------|-----------|-------|-----------|-----------|--------|----------------|
| J.A.M./O.W. | 7/10/2013 | 2" | 60 PSIG | PLASTIC | 30' | 921098 |

SCALE: 1" = 30'

SHEET 1 OF 1

DRAWING NO.

GP-BRA-921098-13-179

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

#13 034

Town of Braintree/ Town Council:--

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways, and places of the **Town of Braintree** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

**To install and maintain approximately 45 feet, more or less of 2 inch gas main in Hickory Road , Braintree.
From the existing 2 inch gas main at House # 33, Westerly to House # 38 for a new gas service.**

DATE July 16, 2013

BY 
Dennis K. Regan
Permit Representative

ORDER FOR GAS MAIN LOCATION

Town of Braintree/ Town Council:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways, and places of the **Town of Braintree** substantially as described in the petition dated July 16, 2013 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Braintree** applicable to the enjoyment of said locations and rights.

Dated this _____ day of _____, 20 ____.

I hereby certify that the foregoing order was duly adopted by the _____ of the City of _____, MA on the _____ day of _____ 20 ____.

BY _____

Title

**RETURN ORIGINAL TO THE PERMIT SECTION
NATIONALGRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS**

RECEIVED TOWN CLERK
BRAintree, MA
2013 JUL 16 PM 2:52



Office of the Board of Assessors

ONE JOHN FITZGERALD KENNEDY MEMORIAL DRIVE

BRAINTREE, MASSACHUSETTS 02184

TEL: (781) 794-8050 • (781) 794-8056

FAX: (781) 794-8068

DATE: July 16th, 2013

APPLICANT: National Grid

This is to certify that at the time of submission of this form to the Board of Assessors, the names and addresses of the parties assessed as adjoining owners to the parcel of land shown and described are as written and are the parties according to the records of the Assessors.

Office of the Board of Assessors

MB

Robert M. Cusack
Chairman

Abuffers List

| ParcelID | Location | Owner | Co-Owner | Mailing Address | City | State | Zip |
|------------|---------------|-------------------------|-------------------------|-----------------|-----------|-------|-------|
| 1105 0 13D | 33 HICKORY RD | PERETTE HEATHER | VALENCIA JESUS PEREZ TE | 33 HICKORY RD | BRAINTREE | MA | 02184 |
| 1105 0 13H | 32 HICKORY RD | MURPHY JANET R TRS | JRM REALTY TRUST | 32 HICKORY RD | BRAINTREE | MA | 02184 |
| 1105 0 27 | 51 HICKORY RD | FLAHERTY CATHERINE P LE | FLAHERTY BRIAN | 51 HICKORY ROAD | BRAINTREE | MA | 02184 |
| 1105 0 28 | 45 HICKORY RD | CUSACK JOHN J | CUSACK MARY E | 45 HICKORY RD | BRAINTREE | MA | 02184 |
| 1105 0 29 | 37 HICKORY RD | RYAN WILLIAM J JR | RYAN EILEEN D TBYE | 37 HICKORY ROAD | BRAINTREE | MA | 02184 |
| 1105 0 30 | 38 HICKORY RD | ENG HOI Y | LIN XUE L TBYE | 38 HICKORY RD | BRAINTREE | MA | 02184 |
| 1105 0 31 | 6 HOLLY RD | RUGGIERO ELLEN T | | 6 HOLLY RD | BRAINTREE | MA | 02184 |
| 1105 0 38 | 7 HOLLY RD | LANG BRIAN J | | 7 HOLLY ROAD | BRAINTREE | MA | 02184 |
| 1105 0 39 | 50 HICKORY RD | GALLAGHER RICHARD T JR | GALLAGHER CATHERINE SI | 50 HICKORY ROAD | BRAINTREE | MA | 02184 |

End of Report

RECEIVED

JUL 16 2013

Board of Assessors
Braintree, MA

ABUTTERS LIST

LOCUS MAP & LOT: 1105/30
LOCUS OWNER: NATIONAL GRID
LOCUS ADDRESS: _____

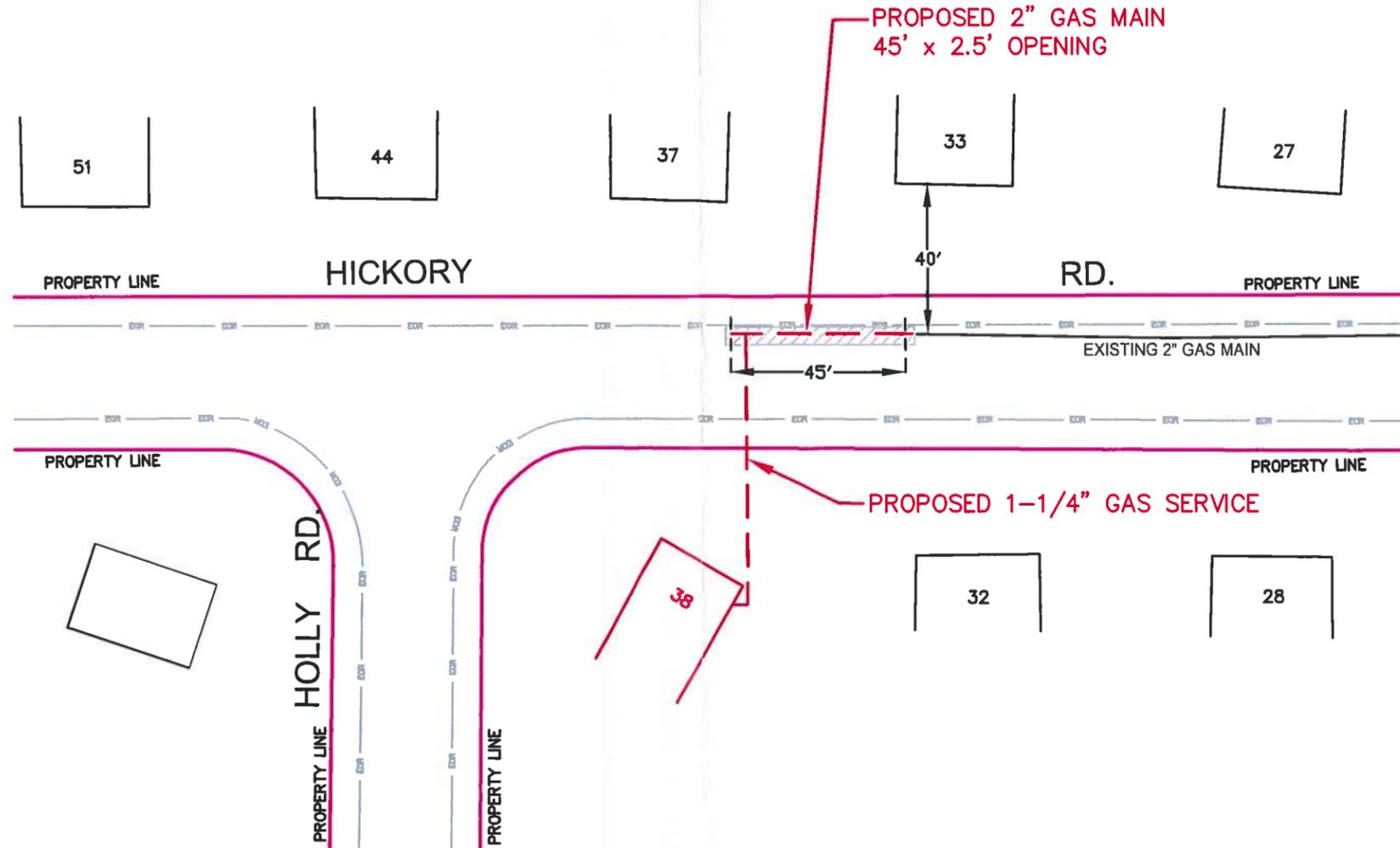
DATE: 7-16-13

CONTACT PERSON: DENNIS REGAN
CONTACT PHONE #: 617-293-0480

PLEASE PRINT CLEARLY.

| PARCEL ID / MAP AND LOT #'s | LOCATION OF PROPERTY | PROPERTY OWNER'S NAME AND MAILING ADDRESS |
|--------------------------------|----------------------|-------------------------------------------|
| 1105/30 | 38 Hickory RD. | |
| 1105/39 | 50 Hickory RD | |
| 1105/27 | 51 Hickory RD | |
| 1105/28 | 43 Hickory RD | |
| 1105/29 | 37 Hickory RD | |
| 1105/13D | 33 Hickory RD | |
| 1105/13H | 32 Hickory RD | |
| 1105/31 | 6 Holly RD | |
| 1105/30 | 7 Holly RD | |

#13 034



PIPE TOTALS
 MAIN = 45' OF 2" PLASTIC

- NEW GAS
- ELECTRIC
- GAS
- WATER
- STORM DRAIN
- SANITARY SEWER
- TELEPHONE
- E.O.R --- EDGE OF ROAD

NOTE:
 THE LOCATION OF SURFACE AND UNDERGROUND OBJECTS SHOWN ARE NOT WARRANTED TO BE CORRECT
 CALL 811 BEFORE YOU DIG
 UTILITIES AND STREET LINES COMPILED FROM AVAILABLE DATA SOURCES
 NO FIELD VERIFICATION PERFORMED



40 SYLVAN ROAD
 WALTHAM, MA 02451

GRANT OF LOCATION

PROPOSED OPENING TO INSTALL NEW 2" GAS MAIN

38 HICKORY ROAD, BRAINTREE, MA 02184

| ENGR/DRFTMN | DATE: | SIZE: | PRESSURE: | MATERIAL: | LENGTH | WORK ORDER NO. |
|---------------|------------|-------|-----------|-----------|----------|----------------|
| J.A.M./M.J.B. | 07/10/2013 | 2" | 60 PSIG | PLASTIC | AS NOTED | 916484 |

SCALE: 1" = 40'-0"

SHEET 1 OF 1

DRAWING NO.

GP-BRA-916484-13-182



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



August 1, 2013

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

NGRID Gas Petition #13-033 Belmont St:

BELD has no underground electric transmission or distribution lines within the proposed scope of work. No special requests or on site safety personnel required.

NGRID Gas Petition #13-034 Hickory Rd:

BELD has no underground electric transmission or distribution lines within the proposed scope of work. No special requests or on site safety personnel required.

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: August 1, 2013
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions 13-033 and 13-034

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

- **13-033 – Belmont Street, 30 foot extension from #16 to last house on right, #27.** The street is not under the 5-year moratorium. It is our recommendation that this petition **should be approved with our “standard” repair specifications, being sure to use binder, then top.**
- **13-034 – Hickory Road, 45 foot extension from #33 to #38.** The street is not under the 5-year moratorium. It is our recommendation that this petition **should be approved with our “standard” repair specifications, being sure to use binder, then top.**

**Bob Campbell
Town Engineer**



1 3 - 0 3 5

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Joseph C. Sullivan
Mayor

781-794-8100

To: Charles Kokoros, President of the Town Council
Town Council
Town Clerk
Clerk of the Council

cc: Community Preservation Committee
Director of Municipal Finance
Director of Public Works

From: Joseph C. Sullivan, Mayor

JCS

Date: July 30, 2013

RE: Appropriation from Community Preservation Fund – Recreation Facility
at 1969 Washington Street

RECEIVED TOWN CLERK
BRAINTREE, MA
2013 AUG - 1 PM 3:38

On July 22, 2013, the Community Preservation Committee (“CPC”) met and unanimously voted to recommend the appropriation of Community Preservation Act (“CPA”) funds to the Department of Public Works Recreation Division for the creation of a family Arts and Recreation Center at 1969 Washington Street. This site is the location of the so-called doctor’s house on a 4.5 acre parcel of land formerly used as the Norfolk County Hospital. The Town acquired this property from the County Commissioners in 2007, but this house has been vacant for approximately 20 years.

The proposal presented to the CPC is to transform this unoccupied house into a facility offering classes to residents in a variety of areas, such as painting, pottery and gardening. The renovations will include classrooms, bathrooms, expanded parking, a ramp and an internal lift, so that the facility will be completely handicapped-accessible. The Town has partnered with the Blue Hills Regional Vocational Technical School, whose students will perform most of the work as a practical hands-on learning experience. The Town will supply all materials to be used by the students. In addition, the Town will use its employees, seek volunteers or hire contractors to perform any work that the students will not do, such as plumbing. Through this joint venture with the school, the Town estimates that this renovation will cost approximately \$230,000.00.

This facility will also compliment the adjacent playground and further expand the recreational offerings at this Highlands location. I am excited about converting this unused

property into a vibrant community center for families to enjoy. Accordingly, I fully endorse the CPC vote and request that the Council act favorable on the following motion:

MOTION: In accordance with the provisions of Chapter 44B of the General Laws and with the recommendation of the Community Preservation Committee, that the sum of \$230,000.00 be appropriated from the Community Preservation Act Unreserved Fund for the purpose of funding an arts and recreation center at 1969 Washington Street. The project is to be overseen by the Director of the Department of Public Works with bills to be submitted to the Director of Planning and Community Development.

Please note that this request must be advertised pursuant to Section 2-9 of the Town Charter.



Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Joseph C. Sullivan
Mayor

781-794-8100

Community
Preservation Committee

MAR 01 2013

To: Community Preservation Committee
From: Joseph C. Sullivan, Mayor *JCS*
cc: Director of Public Works
Recreation and Community Events Coordinator
Date: March 1, 2013
RE: Application for Highland Recreation Center

I am pleased to submit the attached application to the Community Preservation Committee for funding to renovate the structure commonly referred to as the Doctor's House on the site of the former Norfolk County Hospital land. You may recall that through a memorandum of agreement negotiated between the Town and the Norfolk County Commissioners in 1997, special legislation was filed to afford the Town the right of first refusal to purchase certain parcels of land from the Norfolk County Commissioners. In December, 2007, the Town approved the use of Community Preservation Act ("CPA") funds to purchase 4.58 acres of land for the sum of \$500,000. Under Article 4E of the November 2007 Special Town Meeting, the Town voted to appropriate \$250,000 from the open space reserve and \$250,000 from unreserved funds, with the stipulation that the land be used for one or more of the following uses: open space, recreational, or community housing.

Subsequent to that purchase, the Highlands Playgrounds has been constructed on a portion of the site, using CPA funds. The former Doctor's House is adjacent to the playground, and by submitting this application, I propose to expand the recreational use of this site by renovating this existing house to create a recreational center, where classes may be offered to residents of all age groups. I envision a facility offering pottery and painting classes, arts and crafts program, and gardening classes, which would lead to the cultivation of a community garden in the yard. The home will be renovated under the guidance of our Department of Public Works and Building Department with the assistance of the Blue Hills Regional Vocational School and others.

This recreational facility will rejuvenate a moth-balled structure and offer a complementary use to the adjacent playground, while adhering to the spirit and intent of the original Town Meeting vote. I fully support this application and believe this will become a treasured Town resource. I thank you for your consideration and ask that you recommend funding for this enhancement to our community.

**BRAINTREE COMMUNITY PRESERVATION COMMITTEE
2012 APPLICATION FORM**

Community
Preservation Committee

MAR 01 2013

Project Name Town of Braintree Recreation Center

Project Location 1969 Washington Street

Assessors' Plan and Plot Map 1056 Plan 68

Recorded at Norfolk County Land Court Book _____ Page _____
Certificate # 1144264

Category (check all that apply):

Open Space Number of acres in parcel _____

Recreation Number of acres in parcel 4.5 acres

Historic Preservation

Affordable Housing Number of proposed housing units _____

CPA Funding requested: \$ 250,000.00

Fiscal Year Request:

2013 \$ 250,000 2014 \$ _____

2015 \$ _____

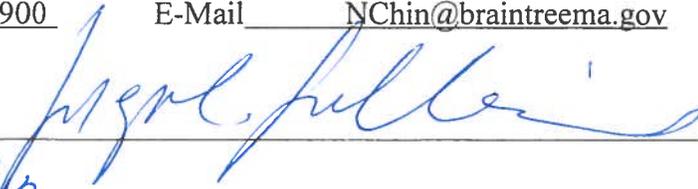
Expected annual operational/maintenance cost to the town after completion of project:
Exact annual cost is unknown. The Town, through the DPW facilities and equipment maintenance budget, will assume responsibility for the operation and maintenance of facility

Project Sponsor/Organization: Mayor Joseph C. Sullivan, Director of Public Works, Thomas Whalen, and Director of Recreation and Community Events, Nelson Chin

Contact Thomas Whalen, Director of Public Works or Nelson Chin, Director of Recreation & Community Events

Address c/o Town of Braintree Recreation Division, 85 Quincy Avenue, Braintree

Phone # 781-794-8900 E-Mail NChin@braintreema.gov

Applicant's Signature 

Date Submitted 2/28/13

Community Preservation Committee Application

Summary of Proposed Recreation Facility at 1969 Washington Street

The Mayor, acting through the Director of Public Works and the Director of Recreation and Community Events, proposes an adaptive reuse through rehabilitation of the existing residential structure at 1969 Washington Street for a recreational facility. The Town acquired 4.58 acres of land off Washington Street that was part of the former Norfolk County Hospital campus and was the subject of special legislation approved in 1997, whereby the Town secured a right of first refusal to purchase this site, also referred to as the "Nose", at the intersection of Washington and South Streets. In 2007, the Town purchased this site with CPA funds for any of the following purposes: open space, recreation, and/or community housing. To date, the Town has constructed the Highlands Playground on this parcel, which was constructed using CPA funds.

The specific site that is the subject of this current application is an existing structure which was used as a doctor's residence associated with the former Norfolk County Hospital. The structure is a single-family house consisting of two stories with a building footprint of 1,275 SF located adjacent to the Highland Playground. Together, the residence and the playground comprise approximately 1.11 acres, with the parking area for the playground occupying an additional 0.42 acres, thus leaving a balance of approximately 3 acres on this site for any of the approved uses. The active recreational use of the playground complements the open space portion of the "nose". Further, rehabilitation of the existing structure as a recreational facility will enhance the playground use and adhere to the spirit of the Town Meeting vote. The Department of Public Works Recreation Division proposes to use the first floor of the structure for recreational programs, such as painting and pottery classes, as well as other arts and crafts programs, which would be open to the public and offered to various age groups. A bathroom facility will also be installed on the first floor. The second floor would be used for storage of materials and an office, and possible future expansion space for programs. Outside the house, the yard would be used for gardening lessons, and eventually, the development of a community garden.

In the Mayor's state of the Town address in January of 2012, the Mayor described his goal to improve "neighborhood facilities", so that families and children would have safe, updated and attractive amenities in their own neighborhoods. As part of this endeavor, the rehabilitation and use of this structure will support the Mayor's recreation goal by re-using an existing structure and converting its use to one that naturally complements the Highlands Playground. The re-use of this building also furthers the Town's 1998 Master Plan (page 40), which identified these guiding principles: "#2 Associate recreation facilities with areas of greatest demand (i.e.: most dense and underserved neighborhoods)" and "#3 Use institutional facilities as centers (nodes) for improved and expanded recreation system (e.g. schools, existing recreation facilities)".

In addition, the project meets many of the objectives of the Town's Open Space and Recreation Action Plan (see pg. 42):

- *Provide for increased opportunities for active recreation to match changing demand within the Town*

- *Provide for increased facilities where they can cost-effectively enhance the quality of life of residents*
- *Develop additional recreational opportunities for children*

Project Cost Estimates and Construction Agreement with Blue Hills

Prior to submission of this application, the Director of Public Works solicited three quotes from contractors in order to ascertain an estimated cost for labor and materials needed to complete this project. Three contractors were provided a copy of the Town's construction plans and were asked to provide a quote which would include the payment of prevailing wages rates, as the Town would be required to pay prevailing wages for any outside contractor hired to perform any work on this project. These estimates ranged from \$168,132 to \$184,975. However, it should be noted that these three estimates did not include the cost for the installation of a driveway, as the Town anticipated that this could be performed by DPW employees. In addition, these cost estimates do not include a quote for the installation of an elevator or lift, as this feature was not included in the original construction drawings.

Simultaneously, the Mayor had submitted this rehabilitation project to Blue Hills Regional Vocational School ("Blue Hills") and hoped that this project would be accepted by Blue Hills as one of the students' projects. In November 2012, the Town received a commitment from Blue Hills that their students would be willing to assist in this rehabilitation project as part of a multi-semester project for this spring and fall of 2013. Students participating in the program are provided with first-hand experience in construction. Under the terms of the agreement with Blue Hills, students provide the labor in return for a learning experience, while the client must supply building material and equipment if needed. The Town entered into a Construction Agreement with Blue Hills, a copy of which is included with this application. Please note that paragraph 7 of this agreement requires the Town to pay a fee to reimburse Blue Hills for maintenance and repair of tools and equipment, based on the size of the project. The Town has paid this fee of \$7,875, and therefore, this cost is not included in the funds requested from the CPC.

Under the agreement with Blue Hills, the Town is required to pay the cost for all materials. A breakdown of the cost of all materials is included with this application. In addition to the interior renovations, Blue Hills will install a new roof, exterior siding and construct a deck and ramp for handicap accessibility, and the cost for these materials is included with this application. It should be noted that the commitment from Blue Hills comes with limitations, as students will not perform all categories of labor required under this project. Specifically, Blue Hills will not perform the following categories of work: plumbing, heating, duct work, sheet metal, insulation, wallboard installation, or plastering. These categories of work will be performed by DPW employees, when possible, or by outside contractors. Therefore, this funding request to CPC includes the cost of materials and labor, paid at prevailing wage rates, for those categories of work for which outside contractors will be hired. The funding sought through this application is \$250,000 for materials and those activities, such as plumbing,

etc., not covered within Blue Hill's scope of work. Additionally, private donations of funds or services may be solicited to assist in the renovation of this recreational facility.

The Department of Public Works will oversee the rehabilitation of the structure and will coordinate with Blue Hills' staff with respect to the work to be performed by the students. Between work to be performed by Town employees and labor provided by Blue Hill students, the costs for this project will be minimized. Beginning in January 2013, the residence has been undergoing selective demolition on the interior performed by Department of Public Works staff to prepare the site for the interior renovations.

The Department of Public Works in conjunction with the Recreation Department has provided an estimated budget relative to the scope of work. Braintree Electric Light Department will assist with the electrical connections and energy saving fixtures within the structure. National Grid will be responsible for the installation of a new gas line.

The Department of Public Works will be installing a new water and sewer line to the structure as well as the circular driveway and parking area. DPW staff and volunteers will assist with the landscaping and loam/seeding of disturbed areas. Weather permitting, the Recreation Center is anticipated to open for operation in the late fall of 2013 or early winter of 2014.

Community Preservation funds are being requested for but not limited to:

- 1) cost of construction materials including all lumber, electrical and plumbing supplies, interior mechanical equipment (such as new furnace, restroom fixtures, etc.);
- 2) payment of labor for outside contractors when needed (i.e. for dry walling and plumbing);
and
- 3) exterior construction materials including, but not limited to, items such as stone, piping supplies, bituminous concrete and landscaping vegetation.

Other interior needs, such as furniture, art supplies, etc. have not been incorporated into this funding request, as funding is anticipated from other sources, including donations from local businesses within the community. The programs to be offered at the recreation facility may also be eligible for funding under the annual local Cultural Council grant awards.

Proposed Operation:

The recreation facility will remain under the care and custody of the Town of Braintree and will be operated in conjunction with the Recreation Division of the Department of Public Works. At this time, it is anticipated that programming and activities will be established and run by a committee or group of volunteers to be appointed by the Mayor, who will coordinate through the Recreation Division to schedule programs, hours of operation, and routine care of the facility. For example, the committee

will handle outreach to the community to identify individuals who wish to use the facility to offer a variety of classes, such as painting, pottery, and gardening to resident of all ages. Hours of operation have not been established to date but will be flexible to meet the level of interest of each program, as well as accommodate the instructors' schedules. It is anticipated that evening hours will be offered for special activities and adult classes. A nominal fee will be charged to those who enroll to cover the costs of the materials, facility maintenance, and overhead.

ADA Accessibility and Parking

The improvements to this site include a ramp to provide access to those with disabilities. Handicapped parking spaces will be properly striped and marked. The Town is also exploring the installation of a lift in what was the structure's former chimney shaft to provide access to the second floor. If it is feasible to install the lift, then the second floor could also be used for program space; if the lift is not feasible at this time, programming will be scheduled on the first floor so that those with disabilities will be able to participate.

This proposal also includes funding for a circular driveway and thirteen parking spaces. Currently, the structure has a driveway directly off Washington Street. The Town proposes to extend the driveway around the back and opposite side of the building to improve site circulation and afford easier vehicular access and egress from the site. The thirteen new parking spaces are proposed to be located behind the structure and will include handicapped parking spaces. Moreover, the parking spaces will be located in close proximity to the entrance to the ramp.

Other Permits Required

In July, 2011, the Town amended its Zoning-By-laws/Ordinances to add a new use for a "Municipal Public Park", which includes a public recreation center "for the purposes of public rest, play, recreation, enjoyment or assembly, and all parking located thereon or therein." This use is allowed in all residential zoning districts, such as the subject parcel. The definition of "municipal public park" also allows the Town to "*construct or place* one building with a footprint of no more than one thousand (1000) square feet *for purposes of providing public restrooms.*" (Emphasis added) The proposed recreational facility exceeds 1,000 SF; however, it is an existing building and not a structure that the Town is proposing to construct or place. Further, the purpose of the facility is to provide recreational programs, not just to house restrooms. The facility is a use allowed by right under the Zoning By-laws/Ordinances, and it appears that no special permits are required. To the extent that the Building Inspector interprets this section differently, it is possible that the facility may require relief from the Zoning Board of Appeals for a facility that exceeds 1,000 SF.

Community Support

This proposal has received broad support from within Town government, as well as outside groups, including teachers and other active volunteers in our community. The recreational facility will offer community and cultural programs to students of all ages, and the Town intends to pursue state grants that offer funding for such recreational and cultural programs.

Long Term Maintenance:

The new facility will be maintained under the Department of Public Works Department similar to other Town facilities. All operational costs will be paid by the Town relative to electricity, gas, water and sewer. Seasonal grass mowing and snow plowing will be performed by the DPW similar to other Town Facilities. Refuse disposal will be performed initially with curbside pick-up and if deemed necessary by the Board of Health a dumpster can be accommodated on site.

Perpetual Use:

As stated above, this property was acquired with CPA funds as approved by Town Meeting, and the intended re-use of this building is consistent with that Town Meeting vote. Further, the vote of Town Meeting, the limitations imposed upon sites acquired with CPA funds, and the statutory requirements relative to the disposition of land under MGL Chapter 30B and/or Article 97 of the Massachusetts Constitution, as applicable, will provide perpetual safeguards to guarantee the recreational use is maintained on the property in the years to come.

ESTIMATED EXPENSES - 1969 WASHINGTON ST.

| | | |
|-------------------------------------------------------|--------------------------------|-------------------|
| DEMOLITION | | |
| INTERIOR | TOWN WORK | |
| EXTERIOR | TOWN WORK | |
| SITE UTILITIES | | |
| WATER LINE | TOWN WORK | |
| UNDER GR ELECTRIC | TOWN WORK | |
| SEWER LINE | TOWN WORK | |
| INTERIOR FIT UP | | |
| PLUMBING | OTHERS/ROUGH -FINISH | 38,000.00 |
| | INCLUDING 3 HANDICAP BATHROOMS | |
| ROUGH FRAMING MATERIALS | BLUE HILLS INCLUDES 25% | 6,958.91 |
| NEW SERVICE | 200 AMP | 1,800.00 |
| ELECTRIC | BLUE HILLS ROUGH /FINISH | 12,000.00 |
| HEAT/AC | OTHERS | 42,000.00 |
| INSULATION | OTHERS | 6,800.00 |
| DRYWALL | OTHERS | 7,500.00 |
| DOORS/WINDWS | BLUE HILLS INCLUDES 25% | 8,500.00 |
| ELEVATOR | QUOTE | 40,000.00 |
| ROOFING SHINGLES | | |
| FASCIA/SOFFIT | BLUE HILLS | 4,750.00 |
| FLASHING | INCLUDES 25% | 1,575.00 |
| GUTTER/DOWNSPOUT | | 650.00 |
| | | 1,500.00 |
| EXTERIOR | | |
| EXT VINYL SIDING | BLUE HILLS | |
| EXTER DECK/RAMP | INCLUDES 25% | |
| EXTERIOR TOTAL | | 24,162.00 |
| INTERIOR/FINISH | | |
| FINISH CARPENTRY | BLUE HILLS | |
| PAINTING | INCLUDES 25% | |
| CARPENTRY | | |
| INTERIOR FLOOR | | |
| KITCHEN CABINETS/COUNTER | | |
| INTERIOR TOTAL | | 19,089.00 |
| SITE IMPROVMENTS | | |
| DRIVEWAY/PARKING | TOWN WORK | 25,000.00 |
| LANDSCAPING TREES/SHRUBS | TOWN WORK | 3,500.00 |
| LOAM/SEED/MULCH | TOWN WORK | 1,500.00 |
| ANY WORK DONE BY OTHERS IS SUBJECT TO PREVAILING WAGE | | |
| | | 245,284.91 |

EXAMPLES OF SIMILAR PROJECT PROPOSALS IN OTHER COMMUNITITES

| Town | Description | Amount of Appropriation | Funding categories |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------|
| Newton | Conversion of the interior of the Farm's late 19 th century barn for use as a community supported agricultural program | \$568,000 | Recreation - \$482,800 Historical – \$85,200 |
| Mendon | Renovated a cabin on the Meadow Brooks Woods property | \$6,500 | Recreation and Open Space funding |
| Marshfield | Relocation of the recreation department to the Coast Guard Hill facility | \$76,500 | Recreation |
| Ashland | Construction of a recreation pavilion to provide shelter and restrooms | \$75,000 | Recreation |
| Scituate | Rehabilitation and reuse of the Ellis House for the headquarters for the Scituate Art Association | \$3,000 | Recreation |
| Hopkinton | Fruit St. recreation facilities including parking lot and building | \$250,000 | Recreation |
| North Andover | Construction of new bathroom other recreational facilities at Stevens Beach | \$186,000 | Recreation |
| Nantucket | Construction of a field house | 3.85 million | Open Space and Recreation |

✓ ✱ Change LUC
to 903 ✓

was given ✓
1056-0-68 ✓
✓5

Doc: 1,144,264 ~~12-28-2007~~ 10:18
~~176058~~
Norfolk County Land Court

1-8-2008

DEED

THE COUNTY OF NORFOLK, a political subdivision of the Commonwealth of Massachusetts, having an address at 614 High Street, Dedham, Massachusetts 02026, acting by and through its County Commissioners (the "Grantor"), in consideration of FIVE HUNDRED THOUSAND DOLLARS (~~500,000.00~~) paid, the receipt of which is hereby acknowledged, hereby CONVEYS, WITH QUITCLAIM COVENANTS, ~~to the TOWN OF BRAINTREE~~, a municipal corporation, having an address at Braintree Town Hall, One J.F.K Memorial Drive, Braintree, MA 02184 (the "Grantee") the following:

That certain parcel of land situate in BRAINTREE in the County of Norfolk and said Commonwealth, bounded and described as follows:

Westerly by South Street, seven hundred fifty seven and 29/100 (757.29) feet;
Northeasterly by the Southwesterly line of Washington Street, nine hundred thirty four and 56/100 (934.56) feet; and
Southerly by land now or formerly of the County of Norfolk, six hundred eleven and 85/100 (611.85) feet.

~~Said parcel~~ comprises lot A on a plan drawn by Percy C. Peckman, Surveyor, dated December 23, 1929, as approved by the Land Court, filed in the Land Registration Office as No.11151B, a copy of a portion of which is filed in Norfolk Registry District with Certificate No.16218, Vol.82; and lot B on a plan drawn by C.B. Humphrey, Engineer for Court, dated Mar.7,1932, No.11151C, and filed in Norfolk Registry District with Certificate No.16219, Vol.82.

The land herein conveyed is subject to, and with the benefit of, all matters of record.

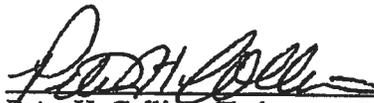
For Grantor's title see Norfolk Registry District Certificate No. 21516. The Registered Land included in the above-described parcel comprises all the land in Certificate No. 21516 issued to Grantor by the Norfolk Registry District of the Land Court.

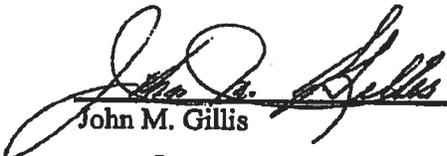
The Grantor represents that it has complied with the applicable requirements set forth in Section 2 of Chapter 209 of the Acts of 1997. Under the provisions of Section 1 of Chapter 64D of the General Laws, no deed stamps are required to be affixed hereto.

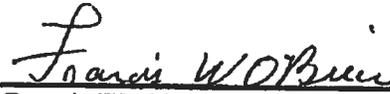
Property: ~~614 High Street, Braintree, MA~~

IN WITNESS WHEREOF, the County of Norfolk, acting by and through its Commissioners, has signed and sealed this instrument as of the 19th day of December 2007.

COUNTY OF NORFOLK
By and through its County Commissioners


Peter H. Collins, Chairman


John M. Gillis


Francis W. O'Brien

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

December 19, 2007

On this 19th day of December, 2007, before me, the undersigned notary public, personally appeared PETER H. COLLINS, JOHN M. GILLIS, and FRANCIS W. O'BRIEN, who are personally known to me to be the persons whose names are signed above and acknowledged to me that they signed it voluntarily for its stated purpose in their official capacities as duly elected Norfolk County Commissioners.


, Notary Public

My commission expires: 1-24-14

ACCEPTANCE OF DEED

The undersigned Board of Selectmen of the Town of Braintree hereby accepts the foregoing Quitclaim Deed from the County of Norfolk, pursuant to the authority granted to us by the vote under Article 4E of the Special Town Meeting of November 13, 2007, a certified copy of which is attached hereto, this 17th day of December, 2007.

TOWN OF BRAINTREE
BOARD OF SELECTMEN

Darin McAuliffe

Charles C. Kokoros

James M. Casey

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 17th day of December, 2007, before me, the undersigned notary public, personally appeared Darrin M. McAuliffe, Charles C. Kokoros*proved to me by satisfactory evidence of identification, being personal knowledge of the identity of the signatory, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as Selectman for the Town of Braintree.

*James M. Casey

Deborah G. Carlino

Notary Public : Deborah G. Carlino
My commission expires: 9-5-2008



OFFICE of the TOWN CLERK

Donna J. Fabiano
Town clerk

Kathleen R. Brean
Assistant Town Clerk

THE TOWN OF BRAINTREE
One John Fitzgerald Kennedy Memorial Drive
Braintree, Massachusetts 02184
TELEPHONE: 781-794-8240 FAX: 781-794-8259

TOWN OF BRAINTREE
SPECIAL TOWN MEETING
Tuesday, November 13, 2007

**ARTICLE 4E STM -- Community Preservation Committee - Norfolk County
Hospital Land**

SO VOTED: That , in accordance with the provisions of Chapter 44B of the General Laws and the recommendation of the Community Preservation Committee, the sum of \$250,000 be appropriated from the Community Preservation Committee Open Space Reserve, and the sum of \$250,000 be appropriated from the Community Preservation Committee Unreserved Funds for the purpose of acquiring a parcel of land and the buildings situated thereon, being part of the former Norfolk County Hospital Land, containing approximately 2.5 acres, more or less, as shown on Assessor's Map No. 100-10-08, for one or more of the following uses, so long as the areas designated for separate purposes shall be clearly identified and delineated by subsequent votes of the Town:

- A. Acquisition, creation, and preservation of open space,
- B. Acquisition, creation and preservation of land for passive or playground recreational use (including outdoor/environmental education);
- C. Acquisition, creation, preservation and support of community housing.

Said monies to be expended under the direction of the Board of Selectmen. Further, that the Board of Selectmen be authorized to convey permanent restrictions for this parcel meeting the requirements of General Laws Chapter 184, Sections 31-32, as required by General Laws Chapter 44B, Section 12 and further, that the Board of Selectmen be authorized to apply for any available grants pursuant to the provisions of Chapter 132A, Section 11 of the General Laws for the purpose of supplementing the funding for this parcel. And that the Board of Selectmen be authorized to enter into any contracts necessary to carry out the objectives of this article. Any funds realized from the resale of such affordable housing units shall be deposited with the Town Treasurer in the Community Preservation Fund.

Attest:

Donna J. Fabiano
Donna J. Fabiano
Town Clerk

VOTE OF COMMISSIONERS OF NORFOLK COUNTY

December 19, 2007

At a meeting of the Commissioners of Norfolk County duly held on December 19th, 2007, Commissioners Collins, Gillis and O'Brien being present, it is:

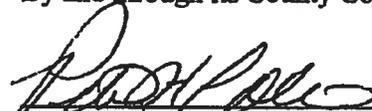
VOTED: That the Commissioners adopt, ratify, affirm and confirm the execution and delivery of, or execute and deliver, as the case may be, any and all documents required, necessary or desirable in connection with the surplus disposition of that certain parcel of land situated in Braintree in the County of Norfolk which comprises all the land issued to the County of Norfolk by the Norfolk Registry District of the Land Court in Certificate No. 21516, subject to, and with the benefit of, all matters of record, including, without limitation, a quitclaim Deed of even date herewith from the County to the Town of Braintree, a municipal corporation, and all other documents contemplated by or otherwise required necessary or desirable in connection with such disposition; and that the authorization of the Commissioners to execute said Deed is hereby approved, ratified and confirmed.

VOTED: That Commissioner Collins or any of the Commissioners acting singly or together, hereby is authorized and directed, in the name and on behalf of Norfolk County, to execute and deliver, in such form as he or she may approve, any and all documents, agreements and instruments necessary or desirable to consummate and effectuate the purpose of the transactions contemplated in the foregoing vote, the execution and delivery thereof by such Commissioner to be conclusive evidence of such authority and approval.

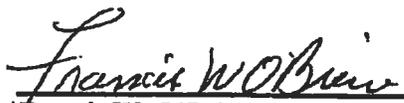
VOTED: To adopt, ratify and confirm all actions heretofore taken by the Commissioners in connection with the matters which are the subject of the foregoing votes.

COUNTY OF NORFOLK

By and through its County Commissioners


Peter H. Collins, Chairman

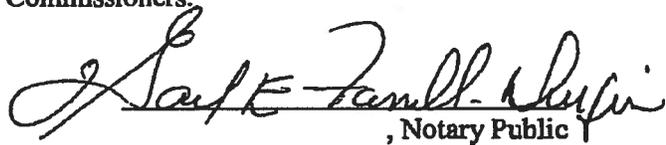

John M. Gillis


Francis W. O'Brien

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 19th day of December, 2007, before me, the undersigned notary public, personally appeared PETER H. COLLINS, JOHN M. GILLIS, and FRANCIS W. O'BRIEN, who are personally known to me to be the persons whose names are signed above and acknowledged to me that they signed it voluntarily for its stated purpose in their official capacities as duly elected Norfolk County Commissioners.



, Notary Public

My commission expires: 1-24-14

82
76219

11151C

Subdivision of Land shown on plan 11151^A

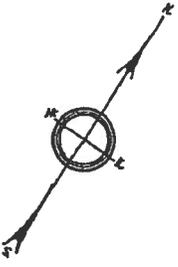
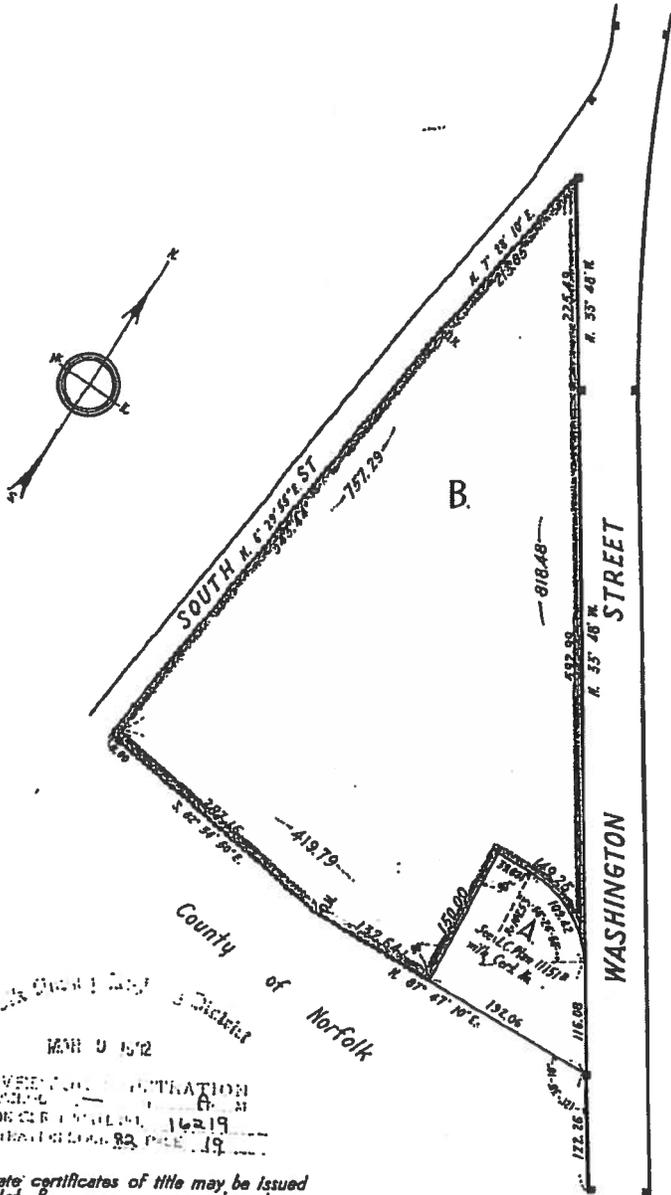
Filed with Cert. of Title No. 9099 Registry District of Norfolk County

LAND IN BRAINTEREE

Scale 120 feet to an inch

MAR. 7, 1932.

C.B. Humphrey, Engineer for Court.



County of Norfolk
 District
 MAR 10 1932

RECEIVED FOR REGISTRATION
 NOTED ON CERTIFICATE 16219
 IN REGISTRY DISTRICT 9099 MAR 19

Separate certificates of title may be issued
 for lot B as shown hereon
 By the Court
 Mar. 7 1932
C. B. Humphrey
 Recorder

82
14218

11151^B

Subdivision of Land shown on plan 11,151^A

Filed with Cert. of Title No. 9099 Registry District of Norfolk County

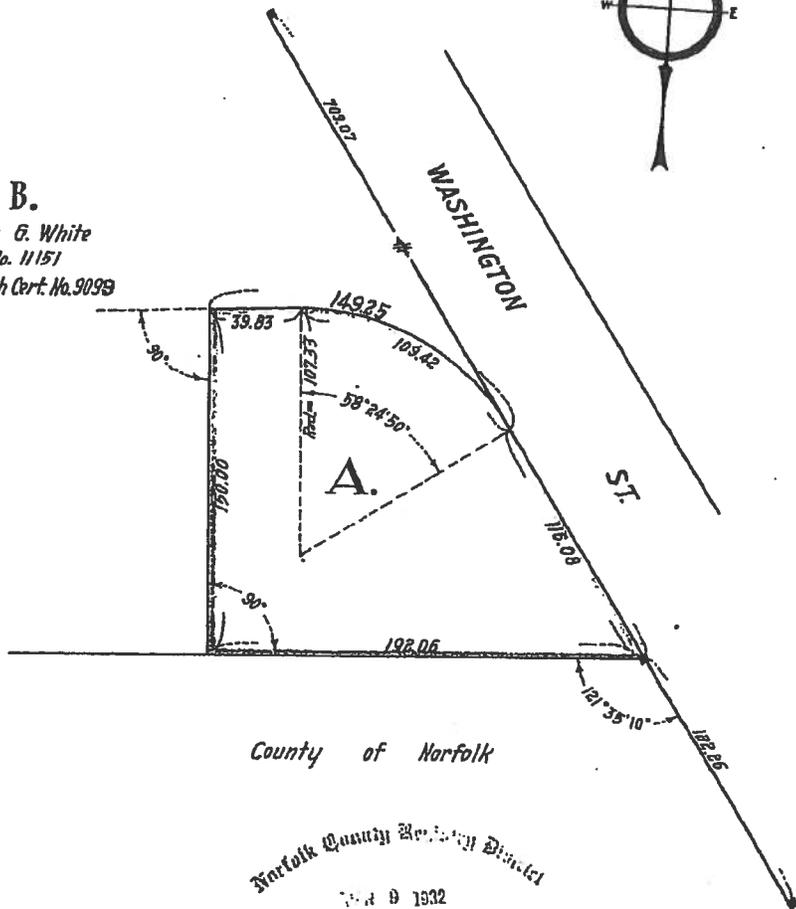
LAND IN BRAINTREE

Percy C. Peckman, Surveyor

DECEMBER 23, 1929



B.
Elmer G. White
L.C. No. 11151
Plan with Cert. No. 9099



County of Norfolk

Norfolk County Registry District
JAN 9 1932

FILED FOR REGISTRATION
NOTED ON CERTIFICATE NO. 14218
IN REGISTRATION BOOK 82 PAGE 18

Separate certificates of title may be issued
for Parcel A as shown hereon
By the Court
Sept. 23, 1931

Charles DeSautworth
Recorder

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JULY 13, 1931
Scale of this plan 50 feet to an inch
C. B. Humphrey, Surveyor for Court F.

A subdivision pt. is filed with copy. 16218
16219

11151A

PLAN OF LAND IN BRAINTREE

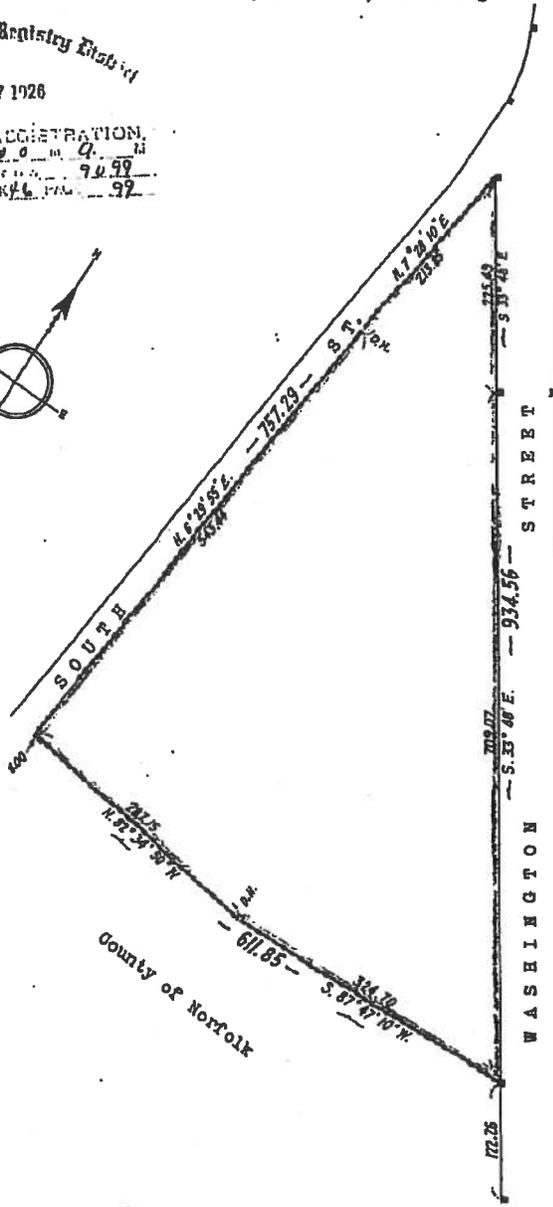
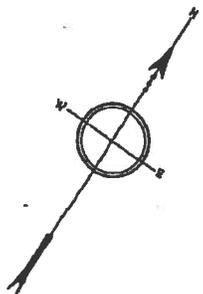
Scale 40 feet to an inch

JAN. 1926

Hartley L. White, Civil Engineer.

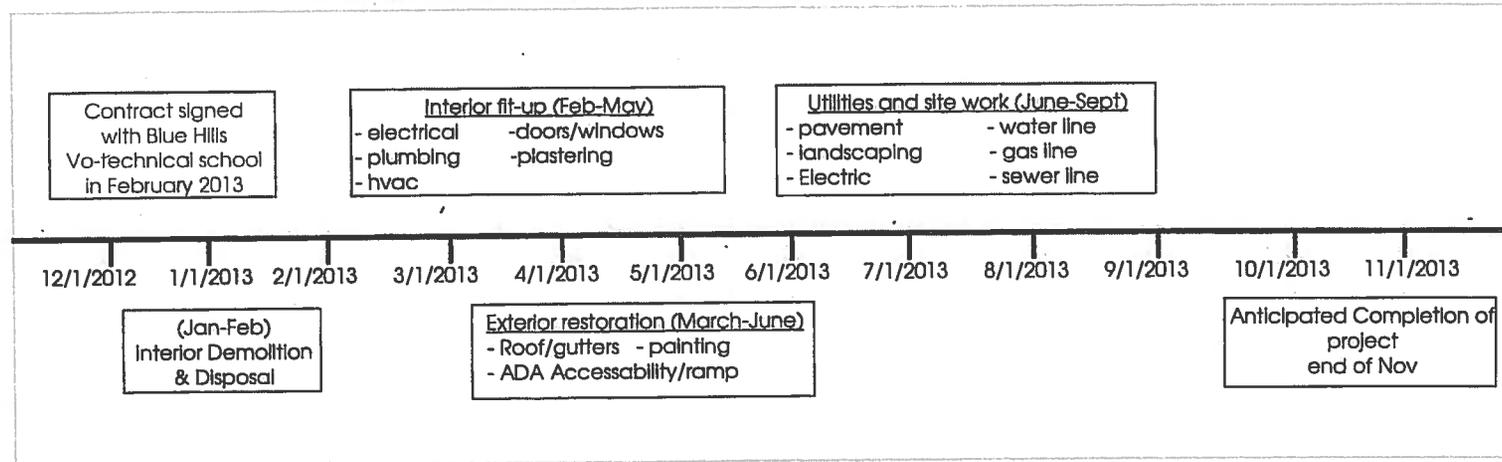
Norfolk County Registry District
APR 27 1926

RECEIVED FOR REGISTRATION
9 00 LOCK 2.0 in Q. 13
CERTIFICATE NO. 92.99
REGISTRATION BOOK 6. PAGE 99



Copy of part of plan
filed in
LAND REGISTRATION OFFICE
NOV. 11, 1925
Scale of this plan 120 feet to an inch
C.A. Humphrey, Engineer for Court

Highland Cultural & Recreation Center





TOWN OF BRAINTREE DPW
ENGINEERING DIVISION

TOWN OF BRAINTREE
RECREATION FACILITY



SCALE: 1" = 10'
DATE: 9/26/12

DESIGNED BY:
DRAWN BY: RMH

SHEET 1 OF 1

Highland Recreation Center
Map 1056 Plot 68



The materials available at this web site are for informational purposes only and do not constitute a legal document.

Unofficial Property Record Card - Braintree, MA

General Property Data

| | |
|---------------------------------------------|----------------------------------------------|
| Parcel ID 1056 0 68 | Account Number |
| Prior Parcel ID -- | |
| Property Owner BRAINTREE TOWN OF | Property Location WASHINGTON ST |
| | Property Use SELECTMEN |
| Mailing Address 1 JFK MEMORIAL DRIVE | Most Recent Sale Date 12/28/2007 |
| | Legal Reference C176058 |
| City BRAINTREE | Grantor NORFOLK COUNTY COMMISSIONERS, |
| Mailing State MA Zip 02184 | Sale Price 500,000 |
| Parcel Zoning B | Land Area 4.590 acres |

Current Property Assessment

| | | | | |
|--------------|-------------------------|------------------------------|---------------------------|----------------------------|
| Card 1 Value | Building Value 0 | Xtra Features Value 0 | Land Value 202,700 | Total Value 202,700 |
|--------------|-------------------------|------------------------------|---------------------------|----------------------------|

Building Description

| | | |
|-------------------------------|----------------------------|------------------------------|
| Building Style N/A | Foundation Type N/A | Flooring Type N/A |
| # of Living Units N/A | Frame Type N/A | Basement Floor N/A |
| Year Built N/A | Roof Structure N/A | Heating Type N/A |
| Building Grade N/A | Roof Cover N/A | Heating Fuel N/A |
| Building Condition N/A | Siding N/A | Air Conditioning 0% |
| Finished Area (SF) N/A | Interior Walls N/A | # of Bsmt Garages 0 |
| Number Rooms 0 | # of Bedrooms 0 | # of Full Baths 0 |
| # of 3/4 Baths 0 | # of 1/2 Baths 0 | # of Other Fixtures 0 |

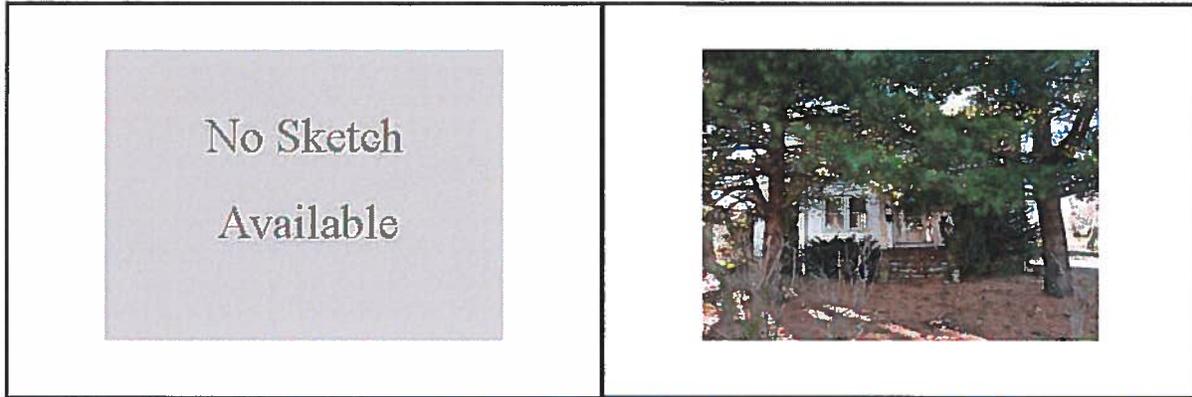
Legal Description

Narrative Description of Property

This property contains 4.590 acres of land mainly classified as SELECTMEN with a(n)

N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit (s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

CONSTRUCTION AGREEMENT

General Information:

1. The applicant must submit a complete application, including all required documentation, and be in compliance with the requirements and regulations as set forth by the District School Committee herein before entering into an agreement with the Blue Hills Regional Vocational School District (hereinafter, "Blue Hills").
2. Projects for district towns will be given first consideration. Second consideration will be given to projects for private homes within the nine town district. The homes must be owned and occupied by the resident applicant. No work will be considered for rental units
3. All work must be contained in the scope of the curriculum in the Blue Hills' student training program.
4. All work will be coordinated as closely as practical to the scheduled related school instruction. Scheduling of all work will also be governed by existing class schedules. Blue Hills accepts no responsibility for any delays or work stoppages resulting from such scheduling.
5. Applications for construction projects will be reviewed and discussed with the heads of the departments involved and acceptable projects will then be presented to the District School Committee for evaluation and appropriate action.

Requirements and Regulations

1. All necessary bodily injury and property damage insurance costs are to be borne by the applicant. A certificate of such insurance, provided by a recognized, licensed Massachusetts insurer and in a form satisfactory to Blue Hills, must be presented before the start of the project. The certificate of insurance must indicate that Blue Hills shall receive written notice twenty days prior to any cancellation of insurance. Any cancellation of required insurance shall be immediate cause for the termination of the project by Blue Hills. The homeowner must have coverage for the job site and the work to be performed thereon at all times.
2. For good and valuable consideration, the sufficiency of which I hereby acknowledge, I/We do hereby agree to indemnify and hold harmless, including the costs of defense, the Blue Hills Regional Technical School, the member towns of the Blue Hills Regional Technical School, namely, the Town of Avon, the Town of Braintree, the Town of Canton, the Town of Dedham, the Town of Holbrook, the Town of Milton, the Town of Norwood, the Town of Randolph and the Town of Westwood, their respective elected and appointed officials, committees (including but not limited to the Blue Hills Regional Technical School Committee), officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, subcontractors, affiliates, successors and assigns, and others

for whom the released parties may have legal responsibility, from and against any and all actions, claims, causes of action, responsibility and liability for injuries or damages which arise in any way directly or indirectly, from or as the result of any deficiencies, omissions or errors in the project's design, specifications or blueprints and/or the performance of any work pursuant to said design, specifications or blueprints. Further, the applicant agrees to indemnify and hold harmless, including costs of defense, Blue Hills, its member towns, its agents, employees, students and any person for whom it has legal responsibility from and against any and all claims for damages or injuries to which Blue Hills may be subjected by reason of death, disease or injury to any person or by reason of destruction, damage or loss to any property of the applicant or of any person which might be occasioned in whole or in part by acts or omissions of the applicant, their employs, agents, representatives and servants, while Blue Hills is engaged in, upon or about the work contemplated within this agreement. I/We do hereby agree to indemnify and hold harmless, including the costs of defense, the Blue Hills Regional Technical School, the member towns of the Blue Hills Regional Technical School, namely, the Town of Avon, the Town of Braintree, the Town of Canton, the Town of Dedham, the Town of Holbrook, the Town of Milton, the Town of Norwood, the Town of Randolph and the Town of Westwood, their respective elected and appointed officials, committees (including but not limited to the Blue Hills Regional Technical School Committee), officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, subcontractors, affiliates, successors and assigns, and others for whom the released parties may have legal responsibility, from and against any and all actions, claims, causes of action, responsibility and liability for damages which arise in any way, directly or indirectly, from any mechanics liens or material liens arising from or out of the scope of the work.

3. The applicant must have been a resident of one of the nine towns representing the Blue Hills Regional School District for at least five (5) years immediately prior to applying for construction work and such work must be constructed within the nine town district. The applicant if accepted by the District School Committee must provide proof of residency for the five year period, prior to approval by the District School Committee. Proof of residency shall be determined at the sole discretion of the District School Committee.
4. The applicant must own and have a clear title to the land. The land and those improvements proposed for the land must comply with all local and state zoning by-laws and all other rules and regulations. Each application must be signed by all current record owners of the project site and each applicant must agree to all terms and conditions of the application and these rules and regulations prior to commencement of any work by Blue Hills. The applicant must present evidence of all necessary state and local permits and approvals prior to the commencement of any work by Blue Hills.
5. The applicant hereby acknowledges that the performance of any services hereunder by Blue Hills confers a benefit upon the applicant for which full consideration is not being paid by applicant to Blue Hills. As such, Blue Hills intends that those benefits conferred hereunder be used and enjoyed by the applicant for a period not less than five years from the date hereof and that said benefits not be used for purposes of enhancing the value of the subject property for sale purposes. Accordingly, applicant agrees not to sell the house which is the subject of a construction agreement with Blue Hills within a period of five (5) years from the

District School Committee APPROVED AND REVISED: 3/20/07, 7/23/08 and 5/18/10

public "Open House Date". If it is a two (2) year project, the applicant agrees not to sell the house which is the subject of a construction agreement with Blue Hills within a five (5) year period from the second "Open House" date. In the event of a sale of the subject property within the five (5) year period as described by either of the two (2) preceding sentences, such transfer shall be considered a "triggering transfer". A triggering transfer shall cause a sum equal to two (2) times the service charge, as described in Paragraph 7 below, to become immediately due and payable to Blue Hills. The amount referenced by the preceding sentence shall be hereinafter referred to as "the reimbursement fee." Applicant hereby acknowledges that, in the event of a triggering transfer, the payment of the reimbursement fee to Blue Hills is both fair and reasonable and does not constitute an undue penalty. A failure by applicant to make full payment of the reimbursement fee within sixty (60) days of a triggering transfer shall constitute a default by applicant pursuant to this agreement. In the event of a default by applicant, Blue Hills shall be entitled to commence a lawsuit against the applicant and applicant hereby agrees to the immediate entry of a final judgment for Blue Hills in an amount equal to the reimbursement fee, together with an award of Blue Hill's costs, damages, reasonable attorneys' fees, collection fees and interest in connection with any such action. Applicant further agrees to the immediate issuance of an execution on the judgment entered by the Court and the waiver of any rights to appeal there from. Should an emergency arise and the subject property must be sold within the five year triggering transfer period, the District School Committee must agree in advance and in writing to the action. Nothing contained herein shall be construed to require Blue Hills and/or its District School Committee to grant permission to a transfer of the subject property without payment of the reimbursement fee.

6. The applicant shall have a lending institution certify the financial ability of the homeowner to meet the costs of the proposed construction project. An amount of money sufficient to finance the cost of the construction for the house shall be placed in an escrow account or a lending institution shall have approved a construction mortgage sufficient to finance the cost of the construction. Certification must be presented to Blue Hills Regional by March 1 of the school year prior to the commencement of construction.
7. In addition to any sums paid by applicant in the event of a triggering transfer, as identified in Section 5 above, the applicant agrees to pay a minimal fee to reimburse Blue Hills for the maintenance and repair of tools and equipment. The fee will be based on a twenty-five (25) percent service charge on the total cost of all building materials used in the house construction (said fee hereinafter referred to as "the service charge"), as further described in Section 11 below Following the acceptance of the project by the District School Committee, a deposit must be received by the district by July 1st in accordance with the following scale:

Projects estimated at 1,000 square feet or less - \$5,250.00

Projects estimated at 1,001 to 3,000 square feet - \$7,875.00

Projects estimated at 3,001 square feet or more- \$10,500.00

The balance of the service charge is to be paid in monthly increments on the first of every month starting November 1. The monthly billing will be based on a twenty-five (25) percent service charge on the total cost of all building materials used in the house construction during the previous month(s). At the end of the school year or before occupancy of the completed construction project, whichever comes first, the District School Committee will reimburse the applicant for any overpayment.

The applicant will bear the transportation cost of the construction container. The container will be put in place in September and removed in June. In addition, there will be a surcharge of \$10 per day for transportation of students and staff to and from the job site. This surcharge will be deducted from the final payment at the end of the school year.

8. Prior to the commencement of any work by Blue Hills, the applicant is to furnish the school with six (6) sets of blueprints, specifications, plot plans, complete electrical plans and masonry plans produced by a registered architect or from a commercially available source.
9. The applicant shall make no changes from the plans and specifications agreed upon by Blue Hills without the prior written approval of Blue Hills.
10. The permit applications must be submitted by April 15th of the school year preceding the commencement of the project. Permit applications include: building, plumbing, health department and wiring. All inspections are to be arranged by the applicant. Applicants must comply with all building codes and ordinances. All costs incurred in connection with state and local permits, inspections and compliance efforts shall be the sole responsibility of applicant.
11. The applicant agrees to open accounts as of August 1st of the school year in which the project is to commence at material suppliers of the owner's choice in order that materials may be purchased by Blue Hills. The applicant will also list the Blue Hills instructor, assigned to their project, as an authorized signatory on said accounts. The final service charge will be based on the cost of construction materials used by Blue Hills' students. The applicant shall pay for all bills, costs and expenses incurred by Blue Hills on behalf of applicant in connection with the construction project.
12. The applicant agrees to provide a dumpster for the duration of the project. This will allow for Blue Hills to maintain a clean safe work site. The costs and responsibility for the dumpster shall be the sole responsibility of the applicant.
13. The applicant agrees to have the Blue Hills Storage box hard wired into the project's existing electrical panel. A licensed electrician must do this work, with the costs to be borne by the applicant.
14. It will be the responsibility of the applicant to insure convenient and timely delivery of materials to the project site in ample time to expedite each phase of construction. Any delays caused by unavailability of project materials will be the sole responsibility of the applicant.
15. All materials and supplies provided by applicant must be to the specifications agreed upon by Blue Hills. Any changes must be approved in advance and in writing by Blue Hills.
16. The applicant agrees that all work, which is the subject of agreement between the applicant and Blue Hills, will be done by Blue Hills' students. Other sub-contracted work is the sole responsibility and expense of the owner and must be scheduled and completed to conform to the work schedule of the school. The applicant agrees to secure the services of a foundation contractor by June 1 of the school year preceding the work to be done. The foundation shall

be in the ground and backfilled by August Blue Hills shall bear no responsibility for delays caused by the failure to have the foundation work properly completed by August 1st.

17. The applicant must agree to provide certified and licensed sub-contractors for all supplementary work, as is necessary to complete the building project. Under no condition may the owner perform any of the sub-contracting work without the prior express, written approval of the Blue Hills Regional Technical School.
18. The applicant shall provide water, power, toilet facilities, telephone, snow plowing (including snow removal) and fuel for temporary heat as deemed necessary by Blue Hills for the performance and completion of the project. The applicant will reimburse Blue Hills Regional for the transportation costs to move the storage box to and from the project.
19. The applicant must be available for consultation at the site or school, as reasonably necessary to expedite the work. The applicant is to inspect the work as it progresses, so that the work is satisfactory to both parties.
20. The applicant must agree to a properly supervised public "Open House", to be conducted during the school year.
21. It is my understanding that all applications for construction work remain on file for one school year. All material considered part of the construction application will become the property of the school, upon termination of the application, unless a written request for return of the material is received by the school from the applicant prior to the end of the school year.
22. All construction projects are school year projects unless otherwise agreed to, in advance, in writing by the District School Committee.

We the undersigned record owners of the project site agree to the requirements and regulations contained herein.

Owner: _____

Date: _____

Myrtle Hillier
2-7-12 Mayor

Owner: _____

Date: _____

Construction Application

(Revision: DSC Approval, 3/20/07, 7/23/08, 5/18/10)

Name: _____ Date: _____

Address: _____ Town: _____

Telephone: _____ Work Phone: _____

List address(s) for past 5 years if different from current address:

Construction Project Address:

Do you currently hold record title to the project site land and the buildings located thereon?

Identify all other current record owners of the project site land:

Identify the Financial Institution approving any loan in connection with the proposed house construction project:

Brief description of the proposed construction project:

Estimated material cost of the proposed project:

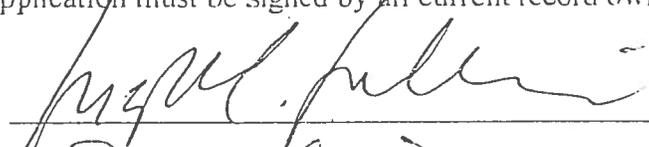
At the time the application is submitted, architectural drawings of the project and pictures of the proposed addition must be submitted with the application. The Blue Hills Regional Technical School will only do additions off the side or back of the house. We do not raise the roof for a second story addition. If your project is chosen, blueprints (including framing plans) and electrical plans will be needed. All applications will be reviewed and selection will be based primarily on the educational benefits which can be derived from the project by the students of the Blue Hills Regional Technical School. Final evaluation and selection of projects will be made by the members of the District School Committee at their sole discretion. The District School Committee reserves the right to reject all applications if determined to be in the best interests of the School District. The decisions of the DSC are final and not subject to appeal.

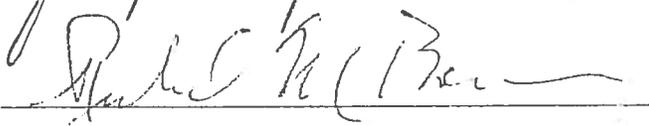
A copy of applicant's deed reflecting current record ownership of the project site must be submitted with the application.

Each application must be received by January 15th and must be accompanied by a \$250.00 non-refundable application fee. Should your project not be selected in year one, the fee qualifies the applicant for consideration during the next four school years, but the application must be renewed each year.

In applying for a Construction Project to be performed by the students of the Blue Hills Regional Technical School, I do hereby agree to abide by all the rules and regulations as set forth by the Construction Agreement of the Blue Hills Regional District School Committee, as attached hereto. I hereby acknowledge receipt and review of said rules and regulations.

**This application must be signed by all current record owners of the project site.

Signed:  Date: 2-7-12 Mayor

Signed:  Date: 11-15-12

Signed: _____ Date: _____

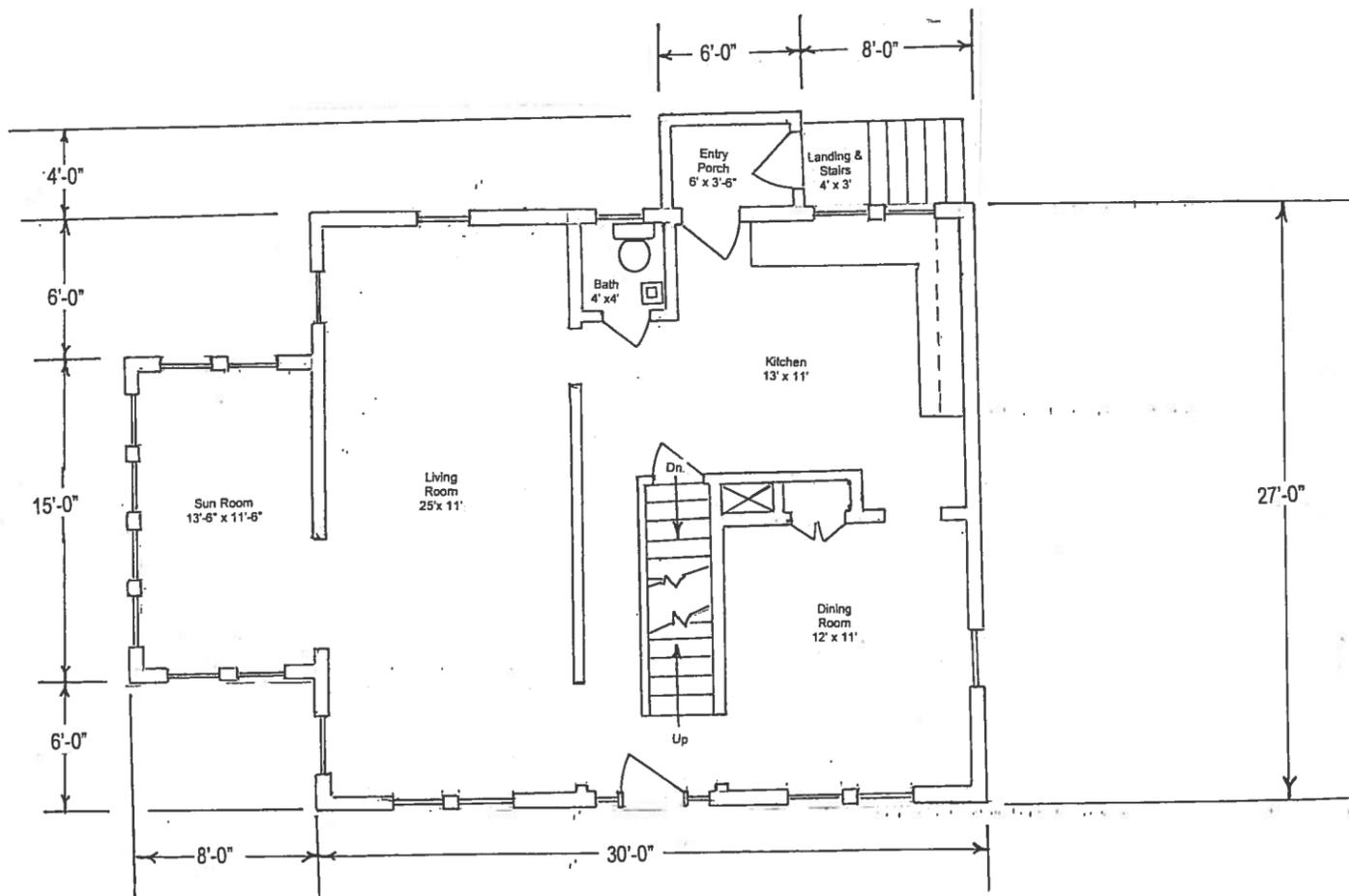
TOWN OF BRAINTREE



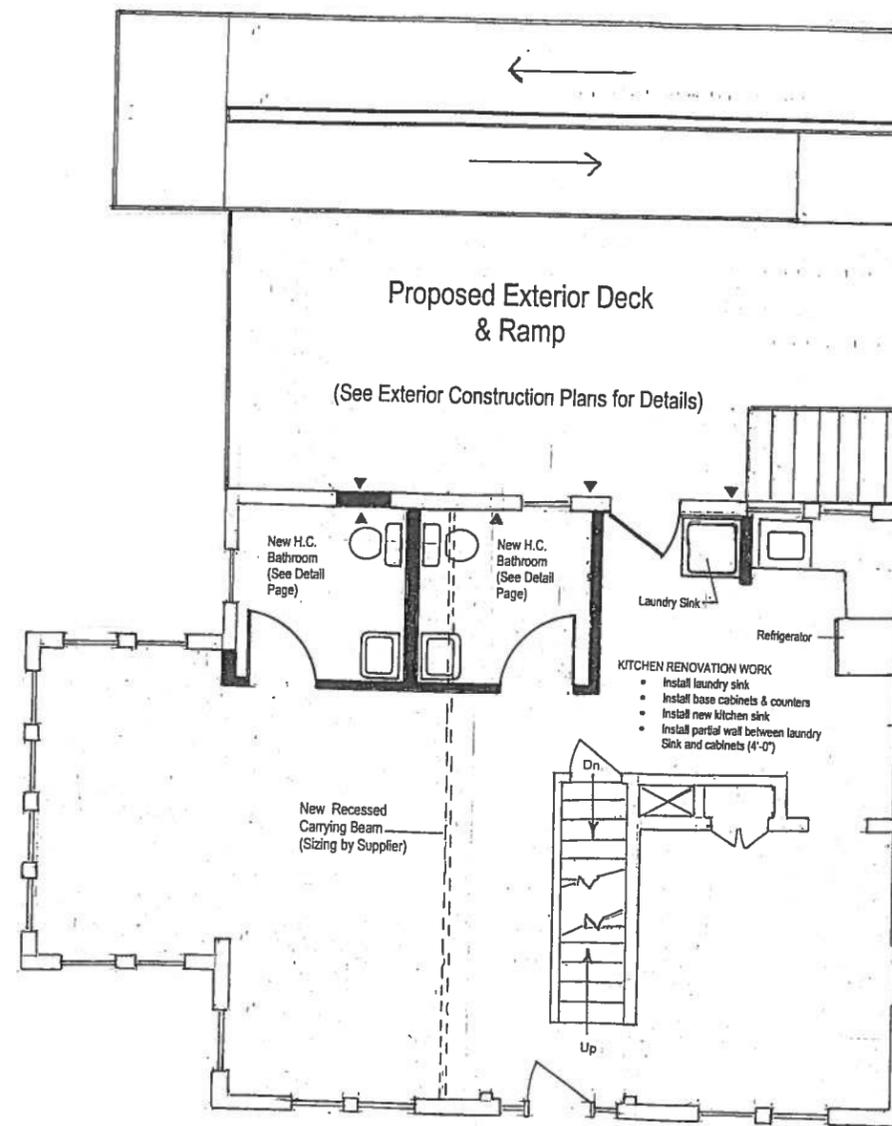
PROPOSED RENOVATIONS

1969 WASHINGTON STREET

Mayor Joseph C. Sullivan



Existing First Floor Plan



Proposed First Floor Plan

Proposed Rear Elevation



Proposed Left Side Elevation





Joseph C. Sullivan
Mayor

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

RECEIVED TOWN CLERK
BRAINTREE, MA

2013 AUG -5 PM 4: 32

1 3 - 0 3 6
1 3 - 0 3 7
781-794-8100

To: Charles C. Kokoros, President of the Council
Town Council
Town Clerk
Clerk of the Council

From: Joseph C. Sullivan, Mayor

JCS/psm

Date: August 5, 2013

RE: Request for Transfer of Funds – UWUA, Local 466 Contract
Request for Transfer of Funds - Non-Union Management Personnel

I am pleased to announce that the Town and Utility Workers of America, Local 466 (“Local 466”), the union representing employees of our Water and Sewer Division have negotiated a successor collective bargaining agreement that will, with your approval of funding, remain in effect through June 30, 2016. The agreement balances the Town’s need for financial stability and operational concessions, while providing a safe working environment and fair compensation package for our Water and Sewer Division employees. A summary detailing the cost items and concessions contained in the agreement is attached for your review.

In particular, I want to highlight the wage proposal. Based on an assessment of recurring operational needs, the viability of our tax base, and projections of new growth, the Town proposed to all unions a 6% wage increase over the next three years, with the first year wage increase limited to 2%. I am pleased to report that four unions – the Teamsters, the School Cafeteria Workers, the School Custodians, and Local 466 - have agreed to the parameters.

As you are aware, pursuant to G.L. Chapter 150E, the Town Council must approve funding for the cost items in order for the Town to implement this agreement. Therefore, I request that the Town Council approve the following appropriation order:

MOTION: That the Town vote to amend the wage and salary classification schedules, as most recently amended, by appropriating the sum of \$35,415 by transferring said sum from the Water and Sewer/Administration/Reserve fund, to conform to agreements brought about by collective bargaining with the Utility Workers of America, Local 466, effective July 1, 2013, and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required.

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1 3 - 0 3 7

In addition, I am proposing a 2% wage increase for all non-union management personnel for Fiscal Year 2014 to be consistent with the wage increase offered to union personnel. Incorporated into the Town's budget for Fiscal Year 2014 was a salary reserve to cover or offset any salary increases negotiated with our unions. This salary reserve also anticipated a similar wage increase for non-union personnel. Therefore, the funding for the non-union personnel will require a transfer of existing funds and will not involve an appropriation of new funds. I respectfully request the Council's favorable action on the following motion:

MOTION: That the Town vote to amend the wage and salary classification schedules, as most recently amended, by appropriating the sum of \$84,173 for the purpose of funding a wage increase for all non-union management personnel effective July 1, 2013, and for this purpose, that the sum of \$84,173 be transferred from the Human Resources Department/ Employee Benefits/Benefits Reserve account, and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required.

Please be advised that re-appropriation requests are subject to the advertising and hearing provisions of Sections 2-9, 6-6 and 6-7 of the Town's Charter.

Summary of Agreements between the Town of Braintree and Local 466

For the Period of July 1, 2013 through June 30, 2016

1. Article XXII: Section A is amended by deleting the current wage schedule and inserting a new wage scheduling reflecting the following increases:
 - a. July 1, 2013: 2%
 - b. July 1, 2014: 4% **FY14 additional cost - \$28,220**
 - c. July 1, 2015: 0%

2. Article XIV: Delete the existing first paragraph and replace with the following new paragraph: "After one (1) month of continuous employment, an employee shall be entitled to one and one-quarter (1 ¼) work days of sick leave with pay per month, cumulative to 250 work days." (This provision increases the sick leave cap from current levels of 150 or 210 days depending upon date of hire.)

3. Article XI: Delete the opening paragraph and schedule of vacation time accrued based on years of service and insert the following new language:

Effective January 1, 2014 and on January 1 of each year thereafter, employees shall be credited with their annual allotment of vacation time, with the exception of newly hired employees, whose vacation time in their first year of employment shall be pro-rated based on his/her date of hire and the number of months remaining in the calendar year.

| <u>Length of Employment</u> | <u>Vacation Days</u> |
|-----------------------------|----------------------|
| Less than 5 years | 2 weeks |
| Upon completion of 5 years | 3 weeks |
| Upon completion of 10 years | 4 weeks |
| Upon completion of 16 years | 4 weeks plus 1 day |
| Upon completion of 17 years | 4 weeks plus 2 days |
| Upon completion of 18 years | 4 weeks plus 3 days |
| Upon completion of 19 years | 4 weeks plus 4 days |
| Upon completion of 20 years | 5 weeks |

In the year in which an employee retires or resigns, the employee's vacation allotment for that year shall be pro-rated based on their date of retirement or resignation and the number of months remaining in that final year of employment.

For example:

If an employee retires or resigns between January 1 and March 31, the employee shall be credited with 25% of his/her annual allotment of vacation and sick days for the year of retirement or resignation.

If an employee retires or resigns between April 1 and June 30, the employee shall be credited with 50% of his/her annual allotment of vacation and sick days for the year of retirement or resignation.

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If an employee retires or resigns between October 1 and December 31, that employee shall be credited with 100% of his/her annual allotment of vacation and sick days for the year of retirement or resignation.

4. Article XIV: Sick Leave Buyback: (This provision increases the current maximum benefit of \$1,000.) Delete the eighth paragraph of this section relative to the conversion of unused sick days upon retirement and replace with the following new language:

Upon normal retirement or retirement due to a job-related injury, an employee shall be entitled to a twenty-five percent (25%) conversion of accumulated sick days, based on one-fifth (1/5) of his/her weekly salary, up to a maximum of:

Year 1/Fiscal Year 2014: \$5,000

Year 2/Fiscal Year 2015: \$7,500

Year 3/Fiscal Year 2016: \$10,000

Sick leave conversion is not available upon termination of employment by:

- a. Resignation prior to age 55 and with less than 10 years of active service unless qualifying as a retirement under the provisions of Chapter 32 of the General Laws;
 - b. Lay-off;
 - c. Discharge for cause; or
 - d. For any other reason other than those allowed and noted above.
5. Article VI: Amend the "Prescription Glasses and Hearing Aides" paragraph by adding the following new sentence: "The Town will reimburse employees the sum of \$175.00 per year for the purchase of prescription eye glasses with safety lenses upon presenting a receipt for the purchase of the glasses with safety lenses." **FY14 additional cost - \$3,150**

6. Article XII: Add a new paragraph entitled “Personal Day Incentive” as follows:
“Effective January 1, 2014, any employee who uses no sick time within a calendar year, beginning on January 1 and continuing through December 31, shall be credited with one (1) personal day on the following January 1, and this personal day must be used by December 31 of the year in which it was credited or it will be forfeited.”

7. Article VI: The clothing allowance as outlined in this article shall be replaced with the following new schedule: (The clothing allowance has remained stagnant at \$525 for the last 3 years.)

| | |
|-------------------|-------------------------------------------|
| Fiscal Year 2014: | \$545 |
| Fiscal Year 2015: | \$570 FY14 additional cost - \$360 |
| Fiscal Year 2016: | \$600 |

8. Article VII: Paragraph B shall be amended to increase the meal allowance as follows:
(The meal allowance has been capped at \$8.00 for several years.)

| | |
|-------------------|--------------------------------------------------------|
| Fiscal Year 2014: | \$12.00 |
| Fiscal Year 2015: | \$13.00 FY 14 additional cost estimated - \$765 |
| Fiscal Year 2016: | \$14.00 |

9. New Article: Add a new article entitled “Mileage” as follows: “The Town will reimburse employees at the Internal Revenue Service mileage rate for an employee who uses his/her personal vehicle to attend classes or to take license examinations but only when a Town vehicle is not available for employees to use and provided the use of one’s personal vehicle is approved in advance by the Director of Public Works. **FY14 additional cost - \$300**”

10. New Article: Add a new article entitled “Weather Conditions” as follows: “Except in cases of emergencies, employees shall not be exposed unnecessarily to temperatures greater than 90 degrees Fahrenheit or less than 10 degrees Fahrenheit, as those temperatures are measured by the weather station at the treatment plant. Subject to the determination of the Director of Public Works, when such extreme conditions arise, employees shall either be released from duty or will be assigned to work indoors in a climate-controlled environment, provided employees may be assigned to any task in any Town facility.”

11. Article XIV: Amend the Sick Leave article by adding a new section entitled “Donation of Sick Days” as follows: “Subject to the approval of the Director of Public Works and the Human Resources Director, a member of the bargaining unit may be permitted to donate no more than ten (10) sick days at one time to a fellow Union member, provided that the employee receiving the sick time donation is out of work on documented Family Medical Leave Act leave.”

12. Article XXXVI: Amend Modified Duty by adding a new paragraph at the end of the section as follows: “Any employee who is working light or modified duty shall not be eligible for overtime until that employee has resumed full duties with no restrictions, provided, however, that nothing in this section shall be construed to conflict with the Americans with Disabilities Act (“ADA”), such that an employee entitled to a reasonable accommodation under the ADA shall be eligible for overtime.”
13. Article XXII: Amend Section B by inserting the following new language:
- Effective July 1, 2013, the Town and the Union agree to reclassify System Maintenance Craftsmen, currently at the W-4 grade, to W-5, subject to the following conditions: **FY 14 additional cost is reflected in wage increase**
- a. Any W-4 employee must obtain all licenses required of a W-5 job description prior to the reclassification to W-5 taking effect.
 - b. For whatever position an employee holds on June 30, 2016, all employees within the bargaining unit are required to obtain the licenses as stated in their job descriptions by June 30, 2016. Failure to obtain the required licenses shall be grounds for automatic termination, with such termination not being subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.
14. Article XXXV: Add a new paragraph to “Working Out of Grade” as follows: “When any Meter Technician, who holds a Commercial Driver’s License, is assigned to drive a truck, either for snow plowing operations or otherwise, that Meter Technician shall be paid at the rate of W-5 for those hours.
15. Article II: Amend Section A, sixth paragraph, regarding the swing shift by inserting “Meter Division” after “System Maintenance”, so that it is clear that the swing shift applies to Meter Technicians as well as all System Maintenance workers.
16. Article XXII: Insert a new Section D as follows: The parties agree to the implementation of bi-weekly paychecks, anticipated at some time in Fiscal Year 2014, and the Town agrees to provide the Union with thirty (30) days’ notice prior to implementation. The parties also agree to implementation of mandatory direct deposit of all paychecks effective upon finalizing this agreement.
17. Article XVII: Amend “Overtime” section by adding a new Section 6 as follows: “Any employee who works twenty-four (24) consecutive hours shall be paid double time for the seventeenth through the twenty-fourth consecutive hour worked, with the exception of hours worked for snow plowing and snow removal.” Also add a new Section 7 as

follows: "Under no circumstances shall any Treatment Plant Operator work more than sixteen (16) consecutive hours."

18. Article XXIII: Amend "Night Differential section by increasing the differential as follows: (This provision was \$1.70/hour.)

- a. Fiscal Year 2014: \$2.00/hour
- b. Fiscal Year 2015: \$2.25/hour **FY 14 additional cost - \$1,752**
- c. Fiscal Year 2016: \$2.50/hour

19. Article XIII: Amend "Holidays", fourth paragraph by deleting "any employee required to work" as it appears in two places in this paragraph with "any employee who actually works" on the holiday. Also insert a new paragraph as follows: "For the treatment plant only, if a holiday falls on any days that an employee is scheduled to work and the employee actually works on the holiday, the employee shall be paid 1 ½ times or twice his/her regular rate of pay, depending upon the applicable holiday and the compensation rate for that holiday as contained in this Article."

20. Article XXVIII: Amend "License" section to add a new paragraph as follows: "Treatment Plant Operators will be reimbursed for the cost of obtaining their Hydraulics license, their Department of Transportation certification, and their Commercial Drivers' Licenses, regardless of whether such licenses are required in the operator's job description, with the understanding that Treatment Plan Operators may be activated for snow plowing and removal." **FY 14 additional costs - \$868**

21. Article X: Amend "Leaves of Absence" section by deleting paragraphs two through five and inserting the following new language:

Effective July 1, 2013, the Union agrees to incorporate the Town's Policy on Family Medical Leave, a copy of which is attached as Appendix ____, into the collective bargaining agreement between the Town and the Union, subject to the following amendment:

The Town shall have the ability under the Federal Family Medical Leave Act ("FMLA") policy to designate FMLA time and paid leave for employees concurrently, provided however, that the Town will allow each employee to retain a balance of five (5) sick days and five (5) vacation days during their period of FMLA leave. All other accrued paid leave, beyond 5 family sick days and 5 vacation days, shall be used concurrently with FMLA leave.

22. Article XIX: Amend Grievance and Arbitration procedures Section Step 1 by deleting all references to "Executive Director" so that Step 1 in the process shall be the immediate supervisor only. Amend Step 4 by replacing references to "Town Counsel" with "Town

Solicitor”. Also amend Step 4 by deleting references to Civil Service, as no current employees have retained any Civil Service protection.

23. Article XXXI: Amend “Validity” clause by deleting Section 1 in its entirety, as references to Civil Service law as no longer applicable.
24. Article XXXII: Amend “Duration and Termination” clause by inserting new term of agreement from July 1, 2013 through June 30, 2016 and by deleting reference to “November 5, 2003” in second paragraph and inserting “no later than four (4) months prior to the expiration of this Agreement”.
25. Article XXXIII: Amend second sentence of Drug Testing Policy to state “All members of the Union, regardless of whether the member holds a Commercial Driver’s license shall undergo random drug testing...”
26. Article XX: Amend Management Rights clause by replacing references to “Executive Secretary” with “Mayor”.
27. Article XXVIII: Amend “New License Incentive” section by relabeling the title of the article “Licenses” and adding the following new language: “The Town shall reimburse employees for the cost of taking a class and obtaining a licenses as may be required in his/her job description, provided that such reimbursement shall occur after the employee has successfully obtained the license and a copy of such license is inserted into the employee’s personnel file. The Town shall only reimburse an employee for one class per license obtained.”
28. Article III, Section C: Amend Section C by deleting the sentence that currently states: “In the event that the Governor declares a state of emergency, Water and Sewer Department employees may be activated to plow Town roads and property,” and replacing it with “In the event that the Mayor declares a snow emergency, Water and Sewer Department employees may be activated to plow Town roads and property. Further, in the event of any emergency, the Town will re-route residential phone calls away from the Treatment Plant.”



Joseph C. Sullivan
Mayor

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

RECEIVED TOWN CLERK
BRAINTREE, MA

2013 AUG -5 PM 4: 32

1 3 - 0 3 6
1 3 - 0 3 7
781-794-8100

To: Charles C. Kokoros, President of the Council
Town Council
Town Clerk
Clerk of the Council

From: Joseph C. Sullivan, Mayor

JCS/psm

Date: August 5, 2013

RE: Request for Transfer of Funds – UWUA, Local 466 Contract
Request for Transfer of Funds - Non-Union Management Personnel

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21. Article X: Amend "Leaves of Absence" section by deleting paragraphs two through five and inserting the following new language:

Effective July 1, 2013, the Union agrees to incorporate the Town's Policy on Family Medical Leave, a copy of which is attached as Appendix ____, into the collective bargaining agreement between the Town and the Union, subject to the following amendment:

The Town shall have the ability under the Federal Family Medical Leave Act ("FMLA") policy to designate FMLA time and paid leave for employees concurrently, provided however, that the Town will allow each employee to retain a balance of five (5) sick days and five (5) vacation days during their period of FMLA leave. All other accrued paid leave, beyond 5 family sick days and 5 vacation days, shall be used concurrently with FMLA leave.

22. Article XIX: Amend Grievance and Arbitration procedures Section Step 1 by deleting all references to "Executive Director" so that Step 1 in the process shall be the immediate supervisor only. Amend Step 4 by replacing references to "Town Counsel" with "Town

Solicitor”. Also amend Step 4 by deleting references to Civil Service, as no current employees have retained any Civil Service protection.

23. Article XXXI: Amend “Validity” clause by deleting Section 1 in its entirety, as references to Civil Service law as no longer applicable.
24. Article XXXII: Amend “Duration and Termination” clause by inserting new term of agreement from July 1, 2013 through June 30, 2016 and by deleting reference to “November 5, 2003” in second paragraph and inserting “no later than four (4) months prior to the expiration of this Agreement”.
25. Article XXXIII: Amend second sentence of Drug Testing Policy to state “All members of the Union, regardless of whether the member holds a Commercial Driver’s license shall undergo random drug testing...”
26. Article XX: Amend Management Rights clause by replacing references to “Executive Secretary” with “Mayor”.
27. Article XXVIII: Amend “New License Incentive” section by relabeling the title of the article “Licenses” and adding the following new language: “The Town shall reimburse employees for the cost of taking a class and obtaining a licenses as may be required in his/her job description, provided that such reimbursement shall occur after the employee has successfully obtained the license and a copy of such license is inserted into the employee’s personnel file. The Town shall only reimburse an employee for one class per license obtained.”
28. Article III, Section C: Amend Section C by deleting the sentence that currently states: “In the event that the Governor declares a state of emergency, Water and Sewer Department employees may be activated to plow Town roads and property,” and replacing it with “In the event that the Mayor declares a snow emergency, Water and Sewer Department employees may be activated to plow Town roads and property. Further, in the event of any emergency, the Town will re-route residential phone calls away from the Treatment Plant.”

13 038

NationalGrid Petition – 621 Pond Street

Staff Recommendations

To install and maintain approximately 55 feet, more or less of 2 inch gas main in Pond Street from the existing 3 inch gas main near Messina Drive, Southerly to building #621 for a new gas service.

BELD Engineering has reviewed petition #13 038 and has no special conditions or electric utility conflicts within the proposed scope of work.

DPW – Pond Street, 55 foot extension from Georgianna's to Sonny Johnson Tire, 621 Pond Street. The proposed location is to the edge of Pond St beyond the overlay and is not under the moratorium. We recommend that the petition be granted under the normal conditions, with emphasis on the requirement that the gas main be laid outside of the trench of the water main in service.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

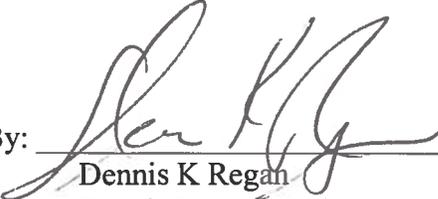
1 3 - 0 3 8

Town of Braintree / Town Council:

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the **Town of Braintree** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximately 55 feet more or less of 2 inch gas main in Pond St., Braintree from the existing 3 inch gas main near Messina Dr., Southerly to building #621 for a new gas service.

Date: August 14, 2013

By: 
Dennis K Regan
Permit Representative

Town of Braintree / Town Council:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date August 14, 2013 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Braintree** applicable to the enjoyment of said locations and rights.

Date this _____ day of _____, 20__.

I hereby certify that the foregoing order was duly adopted by the _____ of the City of _____, MA on the _____ day of _____, 20__.

By: _____

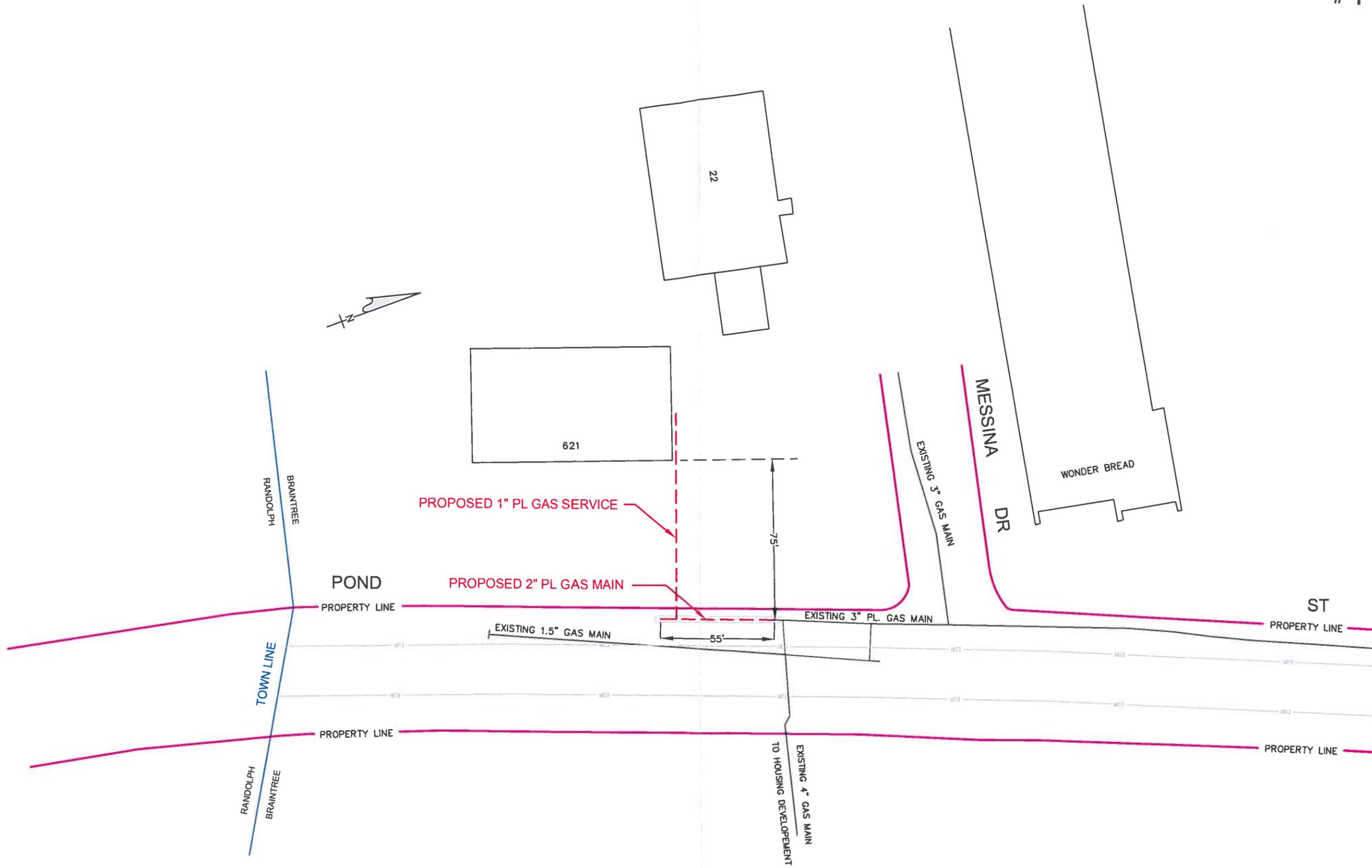
Title

MN # 144-8508-918205

**RETURN ORIGINAL TO THE PERMIT SECION
NATIONAL GRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS**

FORM # 1444, Rev. 90

RECEIVED TOWN CLERK
BRAINTREE, MA
2013 AUG 15 AM 11:42



- - - - - PROPOSED GAS
- - - - - E.O.R. E.O.R. EDGE OF ROADWAY
- - - - - EXISTING GAS
- - - - - PROPERTY LINE
- - - - - TOWN LINE

NOTE:
 THE LOCATION OF SURFACE AND UNDERGROUND OBJECTS SHOWN ARE NOT WARRANTED TO BE CORRECT
 CALL 811 BEFORE YOU DIG
 UTILITIES AND STREET LINES COMPILED FROM AVAILABLE DATA SOURCES
 NO FIELD VERIFICATION PERFORMED

nationalgrid

40 SYLVAN ROAD
WALTHAM, MA 02451

GRANT OF LOCATION

PROPOSED OPENING TO INSTALL 2" GAS MAIN

621 POND ST., BRAINTREE MA., 02184

| ENGR/DRFTMN | DATE: | SIZE: | PRESSURE: | MATERIAL: | LENGTH | WORK ORDER NO. |
|-------------|-----------|-------|-----------|-----------|--------|----------------|
| J.A.M./O.W. | 7/29/2013 | 2" | 60 PSIG | PLASTIC | 53' | 918205 |

SCALE: 1" = 50'

SHEET 1 OF 1

DRAWING NO.

GP-BRA-918205-13-200



Office of the Board of Assessors

ONE JOHN FITZGERALD KENNEDY MEMORIAL DRIVE
BRAINTREE, MASSACHUSETTS 02184
TEL: (781) 794-8050 • (781) 794-8056
FAX: (781) 794-8068

DATE: August 14, 2013
APPLICANT: National Grid
OWNER: Wayne R. Johnson and William R. Johnson
PROPERTY LOCATION: 621 Pond Street
MAP AND PLOT: 1059 0 5A

RECEIVED TOWN CLERK
BRAINTREE, MA
2013 AUG 15 AM 11:54

This is to certify that at the time of submission of this form to the Board of Assessors, the names and addresses of the parties assessed as adjoining owners to the parcel of land shown and described are as written and are the parties according to the records of the Assessors.

Office of the Board of Assessors

Robert M. Cusack 
Chairman

Braintree Abutters List

3:06:07PM

| ParcelID | Location | Owner | Co-Owner | Mailing Address | City | State | Zip |
|--------------|-------------------|------------------------------|--------------------------|-------------------------|-------------|-------|-------|
| 1059 0 5A | 621 POND ST | JOHNSON WAYNE R | JOHNSON WILLIAM R | 621 POND STREET | BRAINTREE | MA | 02184 |
| 1059 0 5C | 22 MESSINA DR | WILDWOOD EST OF BRAINTREE | | PO BOX 859059 | BRAINTREE | MA | 02185 |
| 1059 0 5G | 611 POND ST | LAMBERT CLAUDIA L | TRUSTEE CLD REALTY TRU | 299 OAK STREET | PEMBROKE | MA | 02359 |
| 1059 0 6 | POND ST | BORKIEWICZ RAFAL | BORKIEWICZ DOROTA TBYI | 920 NORTH STREET | RANDOLPH | MA | 02368 |
| 1059 0 6A | 631 POND ST | COLUCCI ARTHUR D | COLUCCI ROBIN TBYE | 631 POND STREET | BRAINTREE | MA | 02184 |
| 1059 0 6B | 633 REAR POND ST | DAIUTE CHRISTOPHER P | DAIUTE NANCY W TBYE | 633 POND STREET REAR | BRAINTREE | MA | 02184 |
| 1069 8 1-101 | 614 POND ST 1-101 | DONOVAN JOHN | DONOVAN ANNA TBYE | 614 POND ST UNIT 1-101 | BRAINTREE | MA | 02184 |
| 1069 8 1-102 | 614 POND ST 1-102 | ASSMUS BRIAN P | | 614 POND ST UNIT 1-102 | BRAINTREE | MA | 02184 |
| 1069 8 1-103 | 614 POND ST 1-103 | WEINER JUSTIN | | 614 POND ST UNIT 1-103 | BRAINTREE | MA | 02184 |
| 1069 8 1-104 | 614 POND ST 1-104 | LAM PAK SHING ALAN | | 614 POND ST UNIT 1-104 | BRAINTREE | MA | 02184 |
| 1069 8 1-105 | 614 POND ST 1-105 | SMITH JEFFREY | LAM SUET YEE MICHELLE | 614 POND STREET #1-105 | BRAINTREE | MA | 02184 |
| 1069 8 1-107 | 614 POND ST 1-107 | KOSKA EVAN J | | 614 POND ST UNIT 1-107 | BRAINTREE | MA | 02184 |
| 1069 8 1-108 | 614 POND ST 1-108 | REGAN DANIEL | | 614 POND ST UNIT 1-108 | BRAINTREE | MA | 02184 |
| 1069 8 1-109 | 614 POND ST 1-109 | AKOURY MICHELLE | HALLAHAN JAMES M JTS | 614 POND ST UNIT 1-109 | BRAINTREE | MA | 02184 |
| 1069 8 1-110 | 614 POND ST 1-110 | FAIELLA PAULA E TRS | PAULA E FAIELLA REV TRU: | 614 POND ST UNIT 1-110 | BRAINTREE | MA | 02184 |
| 1069 8 1-111 | 614 POND ST 1-111 | DONOVAN ROY J | DONOVAN DORIS S TBYE | 614 POND ST UNIT 1-111 | BRAINTREE | MA | 02184 |
| 1069 8 1-112 | 614 POND ST 1-112 | CUNNINGHAM MARTIN JR | | 196 WASHINGTON TERRACE | WHITMAN | MA | 02382 |
| 1069 8 1-113 | 614 POND ST 1-113 | MAI JIAO CHANG | YU LIANG GUO TBYE | 614 POND ST UNIT 1-113 | BRAINTREE | MA | 02184 |
| 1069 8 1-114 | 614 POND ST 1-114 | QUINTILIANI JULIANNE | ADAMS AMINA B TBYE | 614 POND ST UNIT 1-114 | BRAINTREE | MA | 02184 |
| 1069 8 1-115 | 614 POND ST 1-115 | ADAMS JOHN C | GUAN HUI HONG TBYE | 614 POND ST UNIT 1-115 | BRAINTREE | MA | 02184 |
| 1069 8 1-116 | 614 POND ST 1-116 | LINIAN CHAO | | 614 POND ST UNIT 1-116 | BRAINTREE | MA | 02184 |
| 1069 8 1-117 | 614 POND ST 1-117 | RUGGIERO RICHARD | | 614 POND ST UNIT 1-117 | BRAINTREE | MA | 02184 |
| 1069 8 1-118 | 614 POND ST 1-118 | AGUGOESI CHIKA YVONNE | | 614 POND ST UNIT 1-118 | BRAINTREE | MA | 02184 |
| 1069 8 1-119 | 614 POND ST 1-119 | CHAN WENDY MUN TING | | 614 POND ST UNIT 1-119 | BRAINTREE | MA | 02184 |
| 1069 8 1-201 | 614 POND ST 1-201 | SHING WAI Y LAU | | 614 POND ST UNIT 1-201 | BRAINTREE | MA | 02184 |
| 1069 8 1-202 | 614 POND ST 1-202 | CHAN CONNIE | WANG DENNIS | 614 POND ST UNIT 1-202 | BRAINTREE | MA | 02184 |
| 1069 8 1-203 | 614 POND ST 1-203 | BROWN LINDA K | | 614 POND ST UNIT 1-203 | BRAINTREE | MA | 02184 |
| 1069 8 1-204 | 614 POND ST 1-204 | HANDWERK JOHN | HANDWERK JANET TBYE | 614 POND ST UNIT 1-204 | BRAINTREE | MA | 02184 |
| 1069 8 1-205 | 614 POND ST 1-205 | JACKMAN KARA M | | 614 POND ST UNIT 1-205 | BRAINTREE | MA | 02184 |
| 1069 8 1-206 | 614 POND ST 1-206 | SANCHEZ CARLOS A | SANCHEZ MARIA TBYE | 614 POND ST UNIT 1-206 | BRAINTREE | MA | 02184 |
| 1069 8 1-207 | 614 POND ST 1-207 | HO FANNY | NG ANTHONY TIC | 239 BEALE STREET | QUINCY | MA | 02170 |
| 1069 8 1-208 | 614 POND ST 1-208 | FED NAT'L MORTGAGE ASSOCIATI | | 13455 NOEL ROAD STE 950 | DALLAS | TX | 75240 |
| 1069 8 1-209 | 614 POND ST 1-209 | FRANE THOMAS | FRANE ELAINE TBYE | 614 POND ST UNIT 1-209 | BRAINTREE | MA | 02184 |
| 1069 8 1-210 | 614 POND ST 1-210 | RAPPAPORT ROBERT | RAPPAPORT SANDY TBYE | 614 POND ST UNIT 1-210 | BRAINTREE | MA | 02184 |
| 1069 8 1-211 | 614 POND ST 1-211 | GAGNON TODD A | | 614 POND ST UNIT 1-211 | BRAINTREE | MA | 02184 |
| 1069 8 1-212 | 614 POND ST 1-212 | STETZ KIMBERLY | | 614 POND ST UNIT 1-212 | BRAINTREE | MA | 02184 |
| 1069 8 1-213 | 614 POND ST 1-213 | JOHNSON JOANNA | | 614 POND ST UNIT 1-213 | BRAINTREE | MA | 02184 |
| 1069 8 1-214 | 614 POND ST 1-214 | GILLEN ELIZABETH | | 614 POND ST UNIT 1-214 | BRAINTREE | MA | 02184 |
| 1069 8 1-215 | 614 POND ST 1-215 | KRUEGER ROBERT T | | 614 POND ST UNIT 1-215 | BRAINTREE | MA | 02184 |
| 1069 8 1-216 | 614 POND ST 1-216 | BLANCHARD KERRY | BLANCHARD PATRICIA JT: | 614 POND ST UNIT 1-216 | BRAINTREE | MA | 02184 |
| 1069 8 1-217 | 614 POND ST 1-217 | EL-KASSEM IBRAHIM | | 145 COMATA RD | MOORESVILLE | NC | 28117 |
| 1069 8 1-218 | 614 POND ST 1-218 | DELANY MICHAEL P | | 614 POND ST UNIT 1-217 | BRAINTREE | MA | 02184 |
| 1069 8 1-219 | 614 POND ST 1-219 | CHEN KENNETH | | 614 POND ST UNIT 1-218 | BRAINTREE | MA | 02184 |
| 1069 8 1-301 | 614 POND ST 1-301 | MURPHY PAUL J | FONG HUNG TBYE | 614 POND ST UNIT 1-219 | BRAINTREE | MA | 02184 |
| 1069 8 1-302 | 614 POND ST 1-302 | GARCIA MELVIN | | 614 POND ST UNIT 1-301 | BRAINTREE | MA | 02184 |
| | | | | 614 POND ST UNIT 1-302 | BRAINTREE | MA | 02184 |

Abuffers List

| ParcelID | Location | Owner | Co-Owner | Mailing Address | City | State | Zip |
|--------------|-------------------|------------------------------|------------------------|----------------------------|-----------|-------|-------|
| 1069 8 1-303 | 614 POND ST 1-303 | CROWLEY KELLI A | | 614 POND ST UNIT 1-303 | BRAINTREE | MA | 02184 |
| 1069 8 1-304 | 614 POND ST 1-304 | TOM TIMOTHY | | 614 POND ST UNIT 1-304 | BRAINTREE | MA | 02184 |
| 1069 8 1-305 | 614 POND ST 1-305 | TAYLOR THERESA | | 614 POND ST UNIT 1-305 | BRAINTREE | MA | 02184 |
| 1069 8 1-306 | 614 POND ST 1-306 | TONG LORRAINE MEIKWIN | | 614 POND ST #1-306 | BRAINTREE | MA | 02184 |
| 1069 8 1-307 | 614 POND ST 1-307 | LAU CHEUK SUM | LAU WAH LAY | 614 POND ST UNIT 1-307 | BRAINTREE | MA | 02184 |
| 1069 8 1-308 | 614 POND ST 1-308 | BOYLE CHRISTOPHER M | | 614 POND ST UNIT 1-308 | BRAINTREE | MA | 02184 |
| 1069 8 1-309 | 614 POND ST 1-309 | DESMOND CAROL A | | 614 POND ST UNIT 1-309 | BRAINTREE | MA | 02184 |
| 1069 8 1-310 | 614 POND ST 1-310 | HARRIS MARQ J | HARRIS DONNAFAY M | 614 POND ST UNIT 1-310 | BRAINTREE | MA | 02184 |
| 1069 8 1-311 | 614 POND ST 1-311 | KAPLAN STACEY M | | 614 POND ST UNIT 1-311 | BRAINTREE | MA | 02184 |
| 1069 8 1-312 | 614 POND ST 1-312 | LEEMAN JAMES M | LEEMAN LORRAINE | 614 POND ST UNIT 1-312 | BRAINTREE | MA | 02184 |
| 1069 8 1-313 | 614 POND ST 1-313 | TANG HELEN | | 614 POND ST UNIT 1-313 | BRAINTREE | MA | 02184 |
| 1069 8 1-314 | 614 POND ST 1-314 | MARTINO VINCENT R | MARTINO NANCY A | 614 POND ST UNIT 1-314 | BRAINTREE | MA | 02184 |
| 1069 8 1-315 | 614 POND ST 1-315 | CHEN ZHI GUAND | CHEN JIN LING | 614 POND ST UNIT 1-315 | BRAINTREE | MA | 02184 |
| 1069 8 1-316 | 614 POND ST 1-316 | JOHNSON ELEANOR | | 614 POND ST UNIT 1-316 | BRAINTREE | MA | 02184 |
| 1069 8 1-317 | 614 POND ST 1-317 | KOPFER NOLA | KOPFER TORRANCE | 614 POND ST UNIT 1-317 | BRAINTREE | MA | 02184 |
| 1069 8 1-401 | 614 POND ST 1-401 | THE BANK OF NEW YORK MELLOTT | | 614 POND ST UNIT 1-402 | PLANO | TX | 75024 |
| 1069 8 1-402 | 614 POND ST 1-402 | TEDESCO PAUL R | TEDESCO DANIELLE H | 614 POND ST UNIT 1-402 | BRAINTREE | MA | 02184 |
| 1069 8 1-403 | 614 POND ST 1-403 | CORTES ENRIQUE | | 11 VILLAGE DRIVE | QUINCY | MA | 02169 |
| 1069 8 1-404 | 614 POND ST 1-404 | TANG CHUN T | LEUNG PO S | 614 POND ST UNIT 1-404 | BRAINTREE | MA | 02184 |
| 1069 8 1-405 | 614 POND ST 1-405 | DOHERTY BRYAN | | 614 POND STREET UNIT 1-407 | BRAINTREE | MA | 02184 |
| 1069 8 1-407 | 614 POND ST 1-407 | CASSINO JUDITH A | JRC FAMILY TRUST | 614 POND STREET #1-407 | BRAINTREE | MA | 02184 |
| 1069 8 1-408 | 614 POND ST 1-408 | HEALEY LAUREN J | | 1299 MAIN ST #1 | WALPOLE | MA | 02081 |
| 1069 8 1-409 | 614 POND ST 1-409 | FITZGERALD KATIE | JONES MICHAEL | 614 POND ST UNIT 1-409 | BRAINTREE | MA | 02184 |
| 1069 8 1-410 | 614 POND ST 1-410 | MASCARENHAS KRISTOPHER J | | 614 POND ST UNIT 1-410 | BRAINTREE | MA | 02184 |
| 1069 8 1-411 | 614 POND ST 1-411 | O SULLIVAN MAUREEN TR | MAUREEN O SULLIVAN TRU | 614 POND ST UNIT 1-411 | BRAINTREE | MA | 02184 |
| 1069 8 1-412 | 614 POND ST 1-412 | TOWLE DETRA R | | 614 POND ST UNIT 1-412 | BRAINTREE | MA | 02184 |
| 1069 8 1-413 | 614 POND ST 1-413 | DALILI SHIRIN | | 614 POND ST UNIT 1-413 | BRAINTREE | MA | 02184 |
| 1069 8 1-414 | 614 POND ST 1-414 | MURPHY MARGARET ELLEN | | 614 POND ST UNIT 1-414 | BRAINTREE | MA | 02184 |
| 1069 8 1-415 | 614 POND ST 1-415 | KOESTNER DARLENE | | 614 POND ST UNIT 1-415 | BRAINTREE | MA | 02184 |
| 1069 8 1-416 | 614 POND ST 1-416 | HEBARD GREGORY F JR. | | 11 TILDEN COMMONS DR | N QUINCY | MA | 02171 |
| 1069 8 1-418 | 614 POND ST 1-418 | FISH EDWARD A | | 9 DELLBROOK ROAD | WESTON | MA | 02193 |
| 1069 8 1-419 | 614 POND ST 1-419 | OLIVENZA CHRISSEY F | CRUZ GERALD C | 614 POND UNIT 1-419 | BRAINTREE | MA | 02184 |
| 1069 8 1-420 | 614 POND ST 1-420 | HO WAI YING | HO JODY N | 614 POND ST UNIT 1-420 | BRAINTREE | MA | 02184 |
| 1069 8 1-421 | 614 POND ST 1-421 | UZEIRI GAZMEN | | 614 POND ST UNIT 1-421 | BRAINTREE | MA | 02184 |
| 1069 8 2-101 | 614 POND ST 2-101 | SIMMONS JUDITH | | 614 POND ST #2-101 | BRAINTREE | MA | 02184 |
| 1069 8 2-102 | 614 POND ST 2-102 | WALSH KEVIN M | ZEPPELLE KIMBERLY L J | 614 POND ST #2-102 | BRAINTREE | MA | 02184 |
| 1069 8 2-103 | 614 POND ST 2-103 | MEGENS JASON A | | 614 POND ST #2-103 | BRAINTREE | MA | 02184 |
| 1069 8 2-104 | 614 POND ST 2-104 | MACHIN HALEY | | 614 POND ST #2-104 | BRAINTREE | MA | 02184 |
| 1069 8 2-105 | 614 POND ST 2-105 | ROSS SETH A | | 614 POND ST-UNIT 2-105 | BRAINTREE | MA | 02184 |
| 1069 8 2-106 | 614 POND ST 2-106 | COCCIA RYAN T | | 614 POND STREET #2-106 | BRAINTREE | MA | 02184 |
| 1069 8 2-107 | 614 POND ST 2-107 | THIBEAULT JAMES E | | 614 POND ST #2-107 | BRAINTREE | MA | 02184 |
| 1069 8 2-108 | 614 POND ST 2-108 | KERR ROBERT J JR | | 614 POND ST #2 108 | BRAINTREE | MA | 02184 |
| 1069 8 2-109 | 614 POND ST 2-109 | DASILVA LAUREN | | 614 POND ST #2-109 | BRAINTREE | MA | 02184 |
| 1069 8 2-110 | 614 POND ST 2-110 | HEALEY KENNETH M/ANNE T TRS | HEALEY NORFOLK COUNTY | 51 HAZELWOOD DRIVE | NORWOOD | MA | 02062 |
| 1069 8 2-111 | 614 POND ST 2-111 | STYMEST JANET L | | 614 POND ST #2-111 | BRAINTREE | MA | 02184 |

Abutters List

3:06:07PM

| ParcelID | Location | Owner | Co-Owner | Mailing Address | City | State | Zip |
|--------------|-------------------|-----------------------------|-------------------------|------------------------|--------------|-------|-------|
| 1069 8 2-112 | 614 POND ST 2-112 | MORRISSEY JILL M | | 614 POND ST #2-112 | BRAINTREE | MA | 02184 |
| 1069 8 2-113 | 614 POND ST 2-113 | NEE NOELLE E | | 614 POND ST # 2-113 | BRAINTREE | MA | 02184 |
| 1069 8 2-114 | 614 POND ST 2-114 | WHOLEY DIANE | ATWATER ANN M JTS | 614 POND ST #2-114 | BRAINTREE | MA | 02184 |
| 1069 8 2-115 | 614 POND ST 2-115 | DEVINE HALEY | | 614 POND ST #2-115 | BRAINTREE | MA | 02184 |
| 1069 8 2-116 | 614 POND ST 2-116 | NESSRALLA SAMANTHA J | | 614 POND ST #2-116 | BRAINTREE | MA | 02184 |
| 1069 8 2-117 | 614 POND ST 2-117 | RICE SUZANNE M | | 614 POND ST #2-117 | BRAINTREE | MA | 02184 |
| 1069 8 2-201 | 614 POND ST 2-201 | MAGEE FLOSSIE | | 614 POND ST #2-201 | BRAINTREE | MA | 02184 |
| 1069 8 2-202 | 614 POND ST 2-202 | MILLER PETER S | MILLER ARTHUR F JR | 614 POND STREET 2-202 | BRAINTREE | MA | 02184 |
| 1069 8 2-203 | 614 POND ST 2-203 | URBAN BRIAN | LELLE SARAH TBYE | 155 D STREET | BOSTON | MA | 02127 |
| 1069 8 2-204 | 614 POND ST 2-204 | SAVARI NICHOLAS | | 614 POND ST #2-204 | BRAINTREE | MA | 02184 |
| 1069 8 2-205 | 614 POND ST 2-205 | ALPERT ROBERTA | | 614 POND ST #2-205 | BRAINTREE | MA | 02184 |
| 1069 8 2-206 | 614 POND ST 2-206 | HADLEY CLAUDIA | | 614 POND ST #2-206 | BRAINTREE | MA | 02184 |
| 1069 8 2-207 | 614 POND ST 2-207 | MIMOZA SHYTKA | | 614 POND ST #2-207 | BRAINTREE | MA | 02184 |
| 1069 8 2-208 | 614 POND ST 2-208 | CANO-DELCARPIO GUIDO | | 614 POND S #2-208 | BRAINTREE | MA | 02184 |
| 1069 8 2-209 | 614 POND ST 2-209 | KELLY ELIZABETH M | SHAW CHARLES JTS | 614 POND ST #2-209 | BRAINTREE | MA | 02184 |
| 1069 8 2-210 | 614 POND ST 2-210 | SHAW GERALD | | 2 MEADOW RD UNIT 2 | PROVINCETOWN | MA | 02657 |
| 1069 8 2-211 | 614 POND ST 2-211 | FRANCE, JEAN M | | 614 POND ST #2-211 | BRAINTREE | MA | 02184 |
| 1069 8 2-212 | 614 POND ST 2-212 | BELMONTE GINA | | 614 POND ST #2-212 | BRAINTREE | MA | 02184 |
| 1069 8 2-213 | 614 POND ST 2-213 | CHAN SEAN | | 614 POND ST #2-213 | BRAINTREE | MA | 02184 |
| 1069 8 2-214 | 614 POND ST 2-214 | ROSS DONNISE M | | 614 POND ST #2-214 | BRAINTREE | MA | 02184 |
| 1069 8 2-301 | 614 POND ST 2-301 | HEALY THOMAS M | | 614 POND ST # 2-301 | BRAINTREE | MA | 02184 |
| 1069 8 2-302 | 614 POND ST 2-302 | PRISCILLA GAIL E TR | THE PRISCILLA REALTY TR | 614 POND ST #2-302 | BRAINTREE | MA | 02184 |
| 1069 8 2-303 | 614 POND ST 2-303 | HUI BRENDA | | 614 POND ST #2-303 | BRAINTREE | MA | 02184 |
| 1069 8 2-304 | 614 POND ST 2-304 | LEUNG JIMMY | LEUNG YEUN TBYE | 614 POND ST # 2-304 | BRAINTREE | MA | 02184 |
| 1069 8 2-305 | 614 POND ST 2-305 | KEEFE LAWRENCE | KEEFE LINDA TBYE | 614 POND ST # 2-305 | BRAINTREE | MA | 02184 |
| 1069 8 2-306 | 614 POND ST 2-306 | LIN JIN HUI | | 614 POND ST # 2-306 | BRAINTREE | MA | 02184 |
| 1069 8 2-307 | 614 POND ST 2-307 | JENKINS PETER D | | 614 POND ST # 2-307 | BRAINTREE | MA | 02184 |
| 1069 8 2-308 | 614 POND ST 2-308 | MCDONOUGH WILLIAM | MCDONOUGH MARGARET T | 614 POND ST # 2-308 | BRAINTREE | MA | 02184 |
| 1069 8 2-309 | 614 POND ST 2-309 | LEE KAI L | HO KIT JOINT TENANTS | 614 POND ST # 2-309 | BRAINTREE | MA | 02184 |
| 1069 8 2-310 | 614 POND ST 2-310 | POON GARY H | | 614 POND ST #2-310 | BRAINTREE | MA | 02184 |
| 1069 8 2-311 | 614 POND ST 2-311 | TONG LAP IAN | | 614 POND ST # 2-311 | BRAINTREE | MA | 02184 |
| 1069 8 2-401 | 614 POND ST 2-401 | CHAMPAGNE EMILY | | 614 POND ST # 2-401 | BRAINTREE | MA | 02184 |
| 1069 8 2-402 | 614 POND ST 2-402 | RINCON MARIA | | 614 POND ST # 2-402 | BRAINTREE | MA | 02184 |
| 1069 8 2-403 | 614 POND ST 2-403 | BOLIO JASON S | BOLIO STEPHANIE M TBYE | 614 POND ST # 2-403 | BRAINTREE | MA | 02184 |
| 1069 8 2-404 | 614 POND ST 2-404 | DESIMONE JAMES | | 614 POND STREET #2-404 | BRAINTREE | MA | 02184 |
| 1069 8 2-405 | 614 POND ST 2-405 | MESSINA RESIDENTIAL PROPERT | | PO BOX 859059 | BRAINTREE | MA | 02185 |
| 1069 8 2-406 | 614 POND ST 2-406 | MEI SHELLEY | | 614 POND ST # 2-406 | BRAINTREE | MA | 02184 |
| 1069 8 2-407 | 614 POND ST 2-407 | JOHNSON CARL R III | | 17 BREWSTER AVENUE | BRAINTREE | MA | 02184 |
| 1069 8 2-408 | 614 POND ST 2-408 | MESSINA RESIDENTIAL PROPERT | | PO BOX 859059 | BRAINTREE | MA | 02185 |
| 1069 8 2-409 | 614 POND ST 2-409 | BURKE JOSEPH E TRS | BURKE FAMILY REALTY TR | 614 POND ST #2-409 | BRAINTREE | MA | 02184 |
| 1069 8 2-410 | 614 POND ST 2-410 | PALANO JOSEPH A | | 614 POND ST #2-410 | BRAINTREE | MA | 02184 |
| 1069 8 2-411 | 614 POND ST 2-411 | TOCCHIO SEANA M | | 614 POND ST # 2-411 | BRAINTREE | MA | 02184 |
| 1069 8 2-412 | 614 POND ST 2-412 | EDDY JUSTINE | | 614 POND ST # 2-412 | BRAINTREE | MA | 02184 |
| 1069 8 2-413 | 614 POND ST 2-413 | LIVINGSTON, ROBERT S | MCSWEENEY SARA J JTS | 614 POND ST # 2-413 | BRAINTREE | MA | 02184 |
| 1069 8 2-414 | 614 POND ST 2-414 | KIM LYNDON J | | 614 POND ST # 2-414 | BRAINTREE | MA | 02184 |

Abutters List

3:06:07PM

| ParcelID | Location | Owner | Co-Owner | Mailing Address | City | State | Zip |
|--------------|-------------------|-------------------|----------|---------------------|-----------|-------|-------|
| 1069 8 2-415 | 614 POND ST 2-415 | EL-KASSEM IBRAHIM | | 614 POND ST # 2-415 | BRAINTREE | MA | 02184 |
| 1069 8 2-416 | 614 POND ST 2-416 | CURTIN MONIQUE M | | 614 POND ST # 2-416 | BRAINTREE | MA | 02184 |
| 1069 8 2-417 | 614 POND ST 2-417 | TEMPESTA ARTHUR J | | 614 POND ST # 2-417 | BRAINTREE | MA | 02184 |

End of Report

AUG 14 2013

ABUTTERS LIST

DATE: 8-14-13 Board of Assessors
 Braintree, MA

CONTACT PERSON: DENNIS REGAN
 CONTACT PHONE #: 617 293-0480

LOCUS MAP & LOT: 1059 / SA
 LOCUS OWNER: NATIONAL GRID
 LOCUS ADDRESS: _____

PLEASE PRINT CLEARLY.

| PARCEL ID / MAP AND LOT #'S | LOCATION OF PROPERTY | PROPERTY OWNER'S NAME AND MAILING ADDRESS |
|------------------------------|----------------------|-------------------------------------------|
| 1059 / SA | 621 POND ST | |
| 1059 / 5G | 611 POND ST | |
| 1059 / 5C | 22 MESSING DR. | |
| 1069 / 8 | 614 POND ST | AREA APARTMENT BLDG. |
| 1059 / 6 <i>See attached</i> | | |
| 1059 / 6 A | 631 POND ST | |
| 1059 / 6 B | 633 POND ST | |
| | | |
| | | |

Braintree Street Listing

2:36:08PM

| Location | Owner1/Owner2 | Parcel ID | LUC | NBC | Current Area | Total Value |
|---------------|-------------------------------------------------|--------------|-----|-----|--------------|-------------|
| POND ST 1-101 | DONOVAN JOHN / DONOVAN ANNA TBYE | 1069 8 1-101 | 102 | RE | 0.00 | 130,500 |
| POND ST 1-102 | ASSMUS BRIAN P / | 1069 8 1-102 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-103 | WEINER JUSTIN / | 1069 8 1-103 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-104 | LAM PAK SHING ALAN / LAM SUET YEE MICHELLE TBYE | 1069 8 1-104 | 102 | RE | 0.00 | 225,900 |
| POND ST 1-105 | SMITH JEFFREY | 1069 8 1-105 | 102 | RE | 0.00 | 250,100 |
| POND ST 1-107 | KOSKA EVAN J / | 1069 8 1-107 | 102 | RE | 0.00 | 249,000 |
| POND ST 1-108 | REGAN DANIEL / | 1069 8 1-108 | 102 | RE | 0.00 | 111,700 |
| POND ST 1-109 | AKOURY MICHELLE / HALLAHAN JAMES M JTS | 1069 8 1-109 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-110 | FAIELLA PAULA E TRS / PAULA E FAIELLA REV TRUST | 1069 8 1-110 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-111 | DONOVAN ROY J / DONOVAN DORIS S TBYE | 1069 8 1-111 | 102 | RE | 0.00 | 229,700 |
| POND ST 1-112 | CUNNINGHAM MARTIN JR / | 1069 8 1-112 | 102 | RE | 0.00 | 183,900 |
| POND ST 1-113 | MAI JIAO CHANG / YU LIANG GUO TBYE | 1069 8 1-113 | 102 | RE | 0.00 | 107,800 |
| POND ST 1-114 | QUINTILIANI JULIANNE / | 1069 8 1-114 | 102 | RE | 0.00 | 108,700 |
| POND ST 1-115 | ADAMS JOHN C / ADAMS AMINA B TBYE | 1069 8 1-115 | 102 | RE | 0.00 | 124,000 |
| POND ST 1-116 | LI NIAN CHAO / GUAN HUI HONG TBYE | 1069 8 1-116 | 102 | RE | 0.00 | 132,700 |
| POND ST 1-117 | RUGGIERO RICHARD / | 1069 8 1-117 | 102 | RE | 0.00 | 227,000 |
| POND ST 1-118 | AGUGOESI CHIKA YVONNE / | 1069 8 1-118 | 102 | RE | 0.00 | 225,800 |
| POND ST 1-119 | CHAN WENDY MUN TING / | 1069 8 1-119 | 102 | RE | 0.00 | 129,800 |
| POND ST 1-201 | SHING WAI Y LAU / | 1069 8 1-201 | 102 | RE | 0.00 | 133,000 |
| POND ST 1-202 | CHAN CONNIE / WANG DENNIS | 1069 8 1-202 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-203 | BROWN LINDA K / | 1069 8 1-203 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-204 | HANDWERK JOHN / HANDWERK JANET TBYE | 1069 8 1-204 | 102 | RE | 0.00 | 225,900 |
| POND ST 1-205 | JACKMAN KARA M / | 1069 8 1-205 | 102 | RE | 0.00 | 111,700 |
| POND ST 1-206 | SANCHEZ CARLOS A / SANCHEZ MARIA TBYE | 1069 8 1-206 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-207 | HO FANNY / NG ANTHONY TIC | 1069 8 1-207 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-208 | FED NAT'L MORTGAGE ASSOCIATION | 1069 8 1-208 | 102 | RE | 0.00 | 135,000 |
| POND ST 1-209 | FRANE THOMAS / FRANE ELAINE TBYE | 1069 8 1-209 | 102 | RE | 0.00 | 229,900 |
| POND ST 1-210 | RAPPAPORT ROBERT / RAPPAPORT SANDY TBYE | 1069 8 1-210 | 102 | RE | 0.00 | 224,900 |
| POND ST 1-211 | GAGNON TODD A / | 1069 8 1-211 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-212 | STETZ KIMBERLY / | 1069 8 1-212 | 102 | RE | 0.00 | 127,500 |
| POND ST 1-213 | JOHNSON JOANNA / | 1069 8 1-213 | 102 | RE | 0.00 | 108,800 |
| POND ST 1-214 | GILLEN ELIZABETH / | 1069 8 1-214 | 102 | RE | 0.00 | 108,500 |
| POND ST 1-215 | KRUEGER ROBERT T / | 1069 8 1-215 | 102 | RE | 0.00 | 108,800 |
| POND ST 1-216 | BLANCHARD KERRY / BLANCHARD PATRICIA JTS | 1069 8 1-216 | 102 | RE | 0.00 | 225,900 |
| POND ST 1-217 | EL-KASSEM IBRAHIM / | 1069 8 1-217 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-218 | DELANY MICHAEL P / | 1069 8 1-218 | 102 | RE | 0.00 | 221,600 |
| POND ST 1-219 | CHEN KENNETH / FONG HUNG TBYE | 1069 8 1-219 | 102 | RE | 0.00 | 249,000 |
| POND ST 1-301 | MURPHY PAUL J / | 1069 8 1-301 | 102 | RE | 0.00 | 133,000 |
| POND ST 1-302 | GARCIA MELVIN | 1069 8 1-302 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-303 | CROWLEY KELLI A / | 1069 8 1-303 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-304 | TOM TIMOTHY | 1069 8 1-304 | 102 | RE | 0.00 | 225,900 |
| POND ST 1-305 | TAYLOR THERESA / | 1069 8 1-305 | 102 | RE | 0.00 | 186,200 |
| POND ST 1-306 | TONG LORRAINE MEIKWIN | 1069 8 1-306 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-307 | LAU CHEUK SUM / LAU WAH LAY TBYE | 1069 8 1-307 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-308 | BOYLE CHRISTOPHER M / | 1069 8 1-308 | 102 | RE | 0.00 | 224,900 |

Braintree Street Listing

2:36:08PM

| Location | Owner1/Owner2 | Parcel ID | LUC | NBC | Current Area | Total Value |
|------------------|--------------------------------------------------|--------------|-----|-----|--------------|-------------|
| BRAINTREE | | | | | | |
| POND ST 1-309 | DESMOND CAROL A / | 1069 8 1-309 | 102 | RE | 0.00 | 229,900 |
| POND ST 1-310 | HARRIS MARQ J / HARRIS DONNAFAY M TBYE | 1069 8 1-310 | 102 | RE | 0.00 | 224,900 |
| POND ST 1-311 | KAPLAN STACEY M / | 1069 8 1-311 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-312 | LEEMAN JAMES M / LEEMAN LORRAINE TBYE | 1069 8 1-312 | 102 | RE | 0.00 | 127,500 |
| POND ST 1-313 | TANG HELEN / | 1069 8 1-313 | 102 | RE | 0.00 | 225,900 |
| POND ST 1-314 | MARTINO VINCENT R / MARTINO NANCY A TYBE | 1069 8 1-314 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-315 | CHEN ZHI GUAND / CHEN JIN LING | 1069 8 1-315 | 102 | RE | 0.00 | 133,000 |
| POND ST 1-316 | JOHNSON ELEANOR / | 1069 8 1-316 | 102 | RE | 0.00 | 249,000 |
| POND ST 1-317 | KOPFER NOLA / KOPFER TORRANCE TBYE | 1069 8 1-317 | 102 | RE | 0.00 | 249,000 |
| POND ST 1-401 | THE BANK OF NEW YORK MELLON TR CWABS INC / c/o I | 1069 8 1-401 | 102 | RE | 0.00 | 133,000 |
| POND ST 1-402 | TEDESCO PAUL R / TEDESCO DANIELLE H TBYE | 1069 8 1-402 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-403 | CORTES ENRIQUE / | 1069 8 1-403 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-404 | TANG CHUN T / LEUNG PO S JTS | 1069 8 1-404 | 102 | RE | 0.00 | 225,900 |
| POND ST 1-405 | DOHERTY BRYAN | 1069 8 1-405 | 102 | RE | 0.00 | 241,700 |
| POND ST 1-407 | CASSINO JUDITH A TRS / JRC FAMILY TRUST | 1069 8 1-407 | 102 | RE | 0.00 | 249,000 |
| POND ST 1-408 | HEALEY LAUREN J / | 1069 8 1-408 | 102 | RE | 0.00 | 186,200 |
| POND ST 1-409 | FITZGERALD KATIE / JONES MICHAEL JTS | 1069 8 1-409 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-410 | MASCARENHAS KRISTOPHER J / | 1069 8 1-410 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-411 | O SULLIVAN MAUREEN TR / MAUREEN O SULLIVAN TR | 1069 8 1-411 | 102 | RE | 0.00 | 224,900 |
| POND ST 1-412 | TOWLE DETRA R / | 1069 8 1-412 | 102 | RE | 0.00 | 229,900 |
| POND ST 1-413 | DALILI SHIRIN / | 1069 8 1-413 | 102 | RE | 0.00 | 224,900 |
| POND ST 1-414 | MURPHY MARGARET ELLEN / | 1069 8 1-414 | 102 | RE | 0.00 | 224,600 |
| POND ST 1-415 | KOESTNER DARLENE / | 1069 8 1-415 | 102 | RE | 0.00 | 127,500 |
| POND ST 1-416 | HEBARD GREGORY F JR. / | 1069 8 1-416 | 102 | RE | 0.00 | 241,700 |
| POND ST 1-418 | FISH EDWARD A / | 1069 8 1-418 | 102 | RE | 0.00 | 249,000 |
| POND ST 1-419 | OLIVENZA CHRISSEY F / CRUZ GERALD C JTS | 1069 8 1-419 | 102 | RE | 0.00 | 225,900 |
| POND ST 1-420 | HO WAI YING / HO JODY N TBYE | 1069 8 1-420 | 102 | RE | 0.00 | 134,700 |
| POND ST 1-421 | UZEIRI GAZMEN | 1069 8 1-421 | 102 | RE | 0.00 | 133,000 |
| POND ST 2-101 | SIMMONS JUDITH / | 1069 8 2-101 | 102 | RE | 0.00 | 131,600 |
| POND ST 2-102 | WALSH KEVIN M / ZEPPELLE KIMBERLY L JTS | 1069 8 2-102 | 102 | RE | 0.00 | 226,900 |
| POND ST 2-103 | MEGENS JASON A / | 1069 8 2-103 | 102 | RE | 0.00 | 242,800 |
| POND ST 2-104 | MACHIN HALEY / | 1069 8 2-104 | 102 | RE | 0.00 | 252,600 |
| POND ST 2-105 | ROSS SETH A / | 1069 8 2-105 | 102 | RE | 0.00 | 251,100 |
| POND ST 2-106 | COCCIA RYAN T / | 1069 8 2-106 | 102 | RE | 0.00 | 187,400 |
| POND ST 2-107 | THIBEAULT JAMES E | 1069 8 2-107 | 102 | RE | 0.00 | 231,000 |
| POND ST 2-108 | KERR ROBERT J JR / | 1069 8 2-108 | 102 | RE | 0.00 | 108,600 |
| POND ST 2-109 | DASILVA LAUREN / | 1069 8 2-109 | 102 | RE | 0.00 | 189,300 |
| POND ST 2-110 | HEALEY KENNETH M/ANNE T TRS / HEALEY NORFOLK C | 1069 8 2-110 | 102 | RE | 0.00 | 187,900 |
| POND ST 2-111 | STYMEST JANET L / | 1069 8 2-111 | 102 | RE | 0.00 | 111,500 |
| POND ST 2-112 | MORRISSEY JILL M / | 1069 8 2-112 | 102 | RE | 0.00 | 182,400 |
| POND ST 2-113 | NEE NOELLE E / | 1069 8 2-113 | 102 | RE | 0.00 | 107,700 |
| POND ST 2-114 | WHOLEY DIANE / ATWATER ANN M JTS | 1069 8 2-114 | 102 | RE | 0.00 | 180,900 |
| POND ST 2-115 | DEVINE HALEY / | 1069 8 2-115 | 102 | RE | 0.00 | 134,400 |
| POND ST 2-116 | NESSRALLA SAMANTHA J / | 1069 8 2-116 | 102 | RE | 0.00 | 225,700 |
| POND ST 2-117 | RICE SUZANNE M / | 1069 8 2-117 | 102 | RE | 0.00 | 129,800 |

Braintree Street Listing

2:36:08PM

| Location | Owner1/Owner2 | Parcel ID | LUC | NBC | Current Area | Total Value |
|----------------|--------------------------------------------------|--------------|-----|-----|--------------|-------------|
| AINTREE | | | | | | |
| POND ST 2-201 | MAGEE FLOSSIE / | 1069 8 2-201 | 102 | RE | 0.00 | 132,900 |
| POND ST 2-202 | MILLER PETER S / MILLER ARTHUR F JR | 1069 8 2-202 | 102 | RE | 0.00 | 226,900 |
| POND ST 2-203 | URBAN BRIAN / LELLE SARAH TBYE | 1069 8 2-203 | 102 | RE | 0.00 | 187,400 |
| POND ST 2-204 | SAVARI NICHOLAS / | 1069 8 2-204 | 102 | RE | 0.00 | 226,200 |
| POND ST 2-205 | ALPERT ROBERTA / | 1069 8 2-205 | 102 | RE | 0.00 | 231,900 |
| POND ST 2-206 | HADLEY CLAUDIA / | 1069 8 2-206 | 102 | RE | 0.00 | 226,100 |
| POND ST 2-207 | MIMOZA SHYTKA | 1069 8 2-207 | 102 | RE | 0.00 | 133,700 |
| POND ST 2-208 | CANO-DELCARPIO GUIDO / | 1069 8 2-208 | 102 | RE | 0.00 | 187,400 |
| POND ST 2-209 | KELLY ELIZABETH M | 1069 8 2-209 | 102 | RE | 0.00 | 183,000 |
| POND ST 2-210 | SHAW GERALD / SHAW CHARLES JTS | 1069 8 2-210 | 102 | RE | 0.00 | 182,400 |
| POND ST 2-211 | FRANCE, JEAN M / | 1069 8 2-211 | 102 | RE | 0.00 | 182,400 |
| POND ST 2-212 | BELMONTE GINA / | 1069 8 2-212 | 102 | RE | 0.00 | 134,400 |
| POND ST 2-213 | CHAN SEAN / | 1069 8 2-213 | 102 | RE | 0.00 | 245,200 |
| POND ST 2-214 | ROSS DONNISE M / | 1069 8 2-214 | 102 | RE | 0.00 | 132,800 |
| POND ST 2-301 | HEALY THOMAS M / | 1069 8 2-301 | 102 | RE | 0.00 | 224,400 |
| POND ST 2-302 | PRISCELLA GAIL E TR / THE PRISCELLA REALTY TRUST | 1069 8 2-302 | 102 | RE | 0.00 | 134,400 |
| POND ST 2-303 | HUI BRENDA / | 1069 8 2-303 | 102 | RE | 0.00 | 187,400 |
| POND ST 2-304 | LEUNG JIMMY / LEUNG YEUN TBYE | 1069 8 2-304 | 102 | RE | 0.00 | 226,200 |
| POND ST 2-305 | KEEFE LAWRENCE / KEEFE LINDA TBYE | 1069 8 2-305 | 102 | RE | 0.00 | 231,900 |
| POND ST 2-306 | LIN JIN HUI | 1069 8 2-306 | 102 | RE | 0.00 | 217,700 |
| POND ST 2-307 | JENKINS PETER D / | 1069 8 2-307 | 102 | RE | 0.00 | 133,700 |
| POND ST 2-308 | MCDONOUGH WILLIAM / MCDONOUGH MARGARET TBYE | 1069 8 2-308 | 102 | RE | 0.00 | 187,400 |
| POND ST 2-309 | LEE KAI L / HO KIT JOINT TENANTS | 1069 8 2-309 | 102 | RE | 0.00 | 226,900 |
| POND ST 2-310 | POON GARY H / | 1069 8 2-310 | 102 | RE | 0.00 | 225,700 |
| POND ST 2-311 | TONG LAP IAN / | 1069 8 2-311 | 102 | RE | 0.00 | 132,800 |
| POND ST 2-401 | CHAMPAGNE EMILY / | 1069 8 2-401 | 102 | RE | 0.00 | 132,900 |
| POND ST 2-402 | RINCON MARIA / | 1069 8 2-402 | 102 | RE | 0.00 | 226,900 |
| POND ST 2-403 | BOLIO JASON S / BOLIO STEPHANIE M TBYE | 1069 8 2-403 | 102 | RE | 0.00 | 255,700 |
| POND ST 2-404 | DESIMONE JAMES / | 1069 8 2-404 | 102 | RE | 0.00 | 251,700 |
| POND ST 2-405 | MESSINA RESIDENTIAL PROPERTIES LLC / | 1069 8 2-405 | 102 | RE | 0.00 | 253,800 |
| POND ST 2-406 | MEI SHELLEY | 1069 8 2-406 | 102 | RE | 0.00 | 186,000 |
| POND ST 2-407 | JOHNSON CARL R III / | 1069 8 2-407 | 102 | RE | 0.00 | 225,000 |
| POND ST 2-408 | MESSINA RESIDENTIAL PROPERTIES LLC / | 1069 8 2-408 | 102 | RE | 0.00 | 230,800 |
| POND ST 2-409 | BURKE JOSEPH E TRS / BURKE FAMILY REALTY TRUST | 1069 8 2-409 | 102 | RE | 0.00 | 224,900 |
| POND ST 2-410 | PALANO JOSEPH A / | 1069 8 2-410 | 102 | RE | 0.00 | 224,500 |
| POND ST 2-411 | TOCCHIO SEANA M / | 1069 8 2-411 | 102 | RE | 0.00 | 186,000 |
| POND ST 2-412 | EDDY JUSTINE / | 1069 8 2-412 | 102 | RE | 0.00 | 241,700 |
| POND ST 2-413 | LIVINGSTON, ROBERT S / MCSWEENEY SARA J JTS | 1069 8 2-413 | 102 | RE | 0.00 | 251,700 |
| POND ST 2-414 | KIM LYNDON J / | 1069 8 2-414 | 102 | RE | 0.00 | 241,700 |
| POND ST 2-415 | EL-KASSEM IBRAHIM / | 1069 8 2-415 | 102 | RE | 0.00 | 225,700 |
| POND ST 2-416 | CURTIN MONIQUE M / | 1069 8 2-416 | 102 | RE | 0.00 | 224,500 |
| POND ST 2-417 | TEMPESTA ARTHUR J / | 1069 8 2-417 | 102 | RE | 0.00 | 133,800 |

Summary For: BRAINTREE

of Parcels: 132

25,940,300



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



August 21, 2013

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

Petition #13-038 / #621 Pond St.

BELD Engineering has reviewed permit #13-038 and has no special conditions or electric utility conflicts within the proposed scope of work.

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT OF
PUBLIC WORKS**

Engineering Division

Robert P. Campbell, PE, PTOE, Town Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: August 21, 2013
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petition 13-038

The DPW has reviewed the subject petition and the accompanying sketches for the new gas main location and have the following recommendations:

13-038 – Pond Street, 55 foot extension from Georgianna’s to Sonny Johnson Tire, 621 Pond Street. The proposed location is to the edge of Pond St beyond the overlay and is not under the moratorium. We recommend that the petition be granted under the normal conditions, with emphasis on the requirement that the gas main be laid outside of the trench of the water main in service.

Bob Campbell
Town Engineer

From: zing01@comcast.net [mailto:zing01@comcast.net]

Sent: Tuesday, July 30, 2013 8:30 AM

To: Casey, Jim M.

Cc: zing01@comcast.net; hank joyce; chuck; dan@electpauldanclifford.com; Pat O'Connor; joseph markman

Subject: Re: AUGUST 13TH COUNCIL MEETING

The second issue is, 193 grove st (Logan Park) which is a disabled and elderly living center, needs a cross walk, side walk on the opposite side of the street, and a set of working traffic lights at the entrance of the property, I have lived at Logan park, for 8 years , During my residence there, I myself have almost been hit in my car by an automobile while exiting the property. I have on numerous occasions witnessed handicapped and elderly try and cross the street at Logan Park almost getting hit by a car, & if when they get to the other side of the st, there is no sidewalk ,they have to walk in the street down to the Stop & Shop plaza, this situation is an accident waiting to happen. I have already contacted Mark Cusacks office and made him aware of the problem. Grove st is a State Rd, as per a conversation I had with Tom Whalen.

Thanks Carl Zingarelli

From: Patrick J. Leonard, Jr. [mailto:sbpcsm@yahoo.com]

Sent: Wednesday, August 28, 2013 6:58 PM

To: Casey, Jim M.

Cc: Jarrett, Therese; ThereseDJ@comcast.net; Dave_Miller@irco.com; emxmees@juno.com; Powers, Joe; joe.9thma@verizon.net

Subject: September 3, 2013

Wednesday, August 28, 2013

Mr. James M. Casey, Clerk of the Council
Braintree Town Council
Braintree Town Hall:

RE: Observance of the 230th Anniversary of the Treaty of Paris at the Braintree Town Council meeting to be held on September 3, 2013 - 7:30PM

Dear Mr. Casey:

It was a pleasure to speak with you this afternoon about the above stated topic.

My apologies for getting this data to you too late to be included on the agenda but my most sincere thanks for arranging to have our program included as part of the Town Council meeting the evening of September 3rd.

It is anticipated that our program will take between ten and fifteen minutes.

It is hoped that the attachment will give you all of the details which you need. Please do not hesitate to contact me if anything additional will be helpful to you or any of the members of the Braintree Town Council.

After speaking with you this afternoon I spoke with Mr. Conrad and he and I went into the Cahill Auditorium and on stage to review arrangements.

Once again, thank you for your help with this observance. Your assistance is most greatly appreciated!

Sincerely,

Patrick J. Leonard, Jr., Past President - 2006-2011
Braintree Bi-Centennial Time Capsule Society