

Thomas M. Bowes  
President  
District 3

Shannon L. Hume  
At Large

CHARLES B. Ryan  
At Large

CHARLES C. Kokoros  
District 1

JOHN C. MULLANEY  
District 2



Sean E. Powers  
Vice President  
At Large

Stephen C. O'Brien  
District 4

Michael J. Owens  
District 5

PAUL "DAN" CLIFFORD  
District 6

## OFFICE OF THE TOWN COUNCIL

### - AGENDA -

**November 18, 2014** • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30<sub>PM</sub>

#### PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

#### CORRESPONDENCE

- 084 14 Clerk of the Council: 2015 Proposed Meeting Calendar

#### ANNOUNCEMENTS

- 077 14 Councilor Kokoros: Braintree Christmas Party, December 11<sup>th</sup>
- 083 14 Councilor O'Brien: Trio Restaurant
- 088 14 Councilor O'Brien: Recognition - El Sarape 26<sup>th</sup> Anniversary (Guillermo & Javier Adame)
- 089 14 Councilor Hume: BFFE Fall Raffle
- 086 14 Councilor Hume: Recognition: Linda Silowan
- 086 14 Councilor Hume: Recognition: Kevin Bears
- 091 14 Councilor Clifford: Nov. 27 POW/MIA Chair at Thanksgiving Day Game BHS
- 092 14 Council President: Mike Denise – Thanksgiving Rally BHS Teams/Seniors

#### APPROVAL OF MINUTES

- November 5, 2014

#### CITIZEN CONCERNS/COUNCIL RESPONSE

- 090 14 Council President: Update of Police Department/South Shore Plaza Holiday Plan

#### COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

#### OLD BUSINESS

- 071 14 (A) Town Auditor Contract or take up any action relative thereto (Public Hearing)
- 071 14 (B) Outside Auditor Contract or take up any action relative thereto (Public Hearing)
- 14 067 Mayor: Free Cash and Retained Earnings Approval or take up any action relative thereto (Public Hearing)
- 14 069 Mayor: Supplemental Appropriations FY 15 or take up any action relative thereto (Public Hearing)
- 14 070 Board of Assessors: FY2015 Tax Levy or take up any action relative thereto (Public Hearing)

## **NEW BUSINESS**

None

### **Refer to Committee on Ways & Means**

- 14 071 Mayor: Appointment - Assistant Harbormaster or take up any action relative thereto
- 14 072 Mayor: Possible Town Land Sale or take up any action relative thereto

**Topics the Chair does not reasonably anticipate will be discussed**

### **UPCOMING MEETINGS:**

Committee on Ways & Means - **TUESDAY, DECEMBER 2, 2014 @ 6:30pm**

COUNCIL - **TUESDAY, DECEMBER 2, 2014 @ 7:30pm**

## **ADJOURNMENT**

Thomas M. Bowes  
President  
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At Large

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## OFFICE OF THE TOWN COUNCIL

### November 5, 2014

## MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Wednesday, November 5, 2014 beginning at 7:39p.m.

Council President Bowes was in the chair.

The Clerk of the Council conducted the roll call.

Present: Thomas Bowes, President  
Sean Powers, Vice President  
Stephen O'Brien  
Michael Owens  
Paul Dan Clifford  
Charles Kokoros  
John Mullaney  
Charles Ryan

Not Present: Shannon Hume

Others: Michael Coughlin, Chief of Staff  
James Casey, Town Clerk  
Ed Spellman, Finance Director  
Barbara Mello, Grant Writer  
Dr. Maureen Murray, Superintendent of Schools  
Kate Naughton, School Committee Member  
Kelly Phelan, Environment & Planning Coordinator  
Louis Dutton, Water Works Superintendent  
Robert Kearns, Sustainable Braintree/BHS

### CORRESPONDENCE

None

## ANNOUNCEMENTS

### APPROVAL OF MINUTES

- October 21, 2014

**Motion:** by Councilor Powers to approve

**Second:** by Councilor Kokoros

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

### CITIZEN CONCERNS/COUNCIL RESPONSE

### COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- 087 14 Council President: Town Clerk Election Recap

Town Clerk James M. Casey gave an update on the Elections to the Council.

He was asked how a voter becomes Inactive. Town Clerk Casey replied a voter becomes Inactive when they do not return their yearly Census to the Town Clerk's Office. They can still vote. They just need to see the Warden. Their name will be in the Warden's Inactive Voter Book.

Town Clerk Casey stated new signage at Polling locations with arrows were set up to direct voters to correct location at the buildings. The Precinct phone system issues during the September election were corrected with the help of BELD. Phones worked perfectly for this election. Tally Sheets were modified to address issues noted by the Tally Clerks during the last election. Overall the Election was great.

### OLD BUSINESS

- 14 064 Mayor: School Department Capital Funding Request for Classroom Technology or take up any action relative thereto (**Public Hearing**)

**Motion:** by Councilor Powers to open public hearing

**Second:** by Councilor Kokoros

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

Councilor Mullaney, Chairman of the Committee on Ways & Means, stated the committee has met and supported this motion. It is recommended for favorable action

Council President asked if any member of the Council or anyone from the public would like to speak on 14 064.

**Motion:** by Councilor Powers to close public hearing

**Second:** by Councilor Kokoros

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

Councilor Powers read the motions.

**Motion:** by Councilor Powers to approve  
**Second:** by Councilor Kokoros  
**Vote:** For (8), Against (0), Absent (1- Hume)

- 14 065 Mayor: Great Pond Dam Repair or take up any action relative thereto (**Public Hearing**)

**Motion:** by Councilor Powers to open public hearing  
**Second:** by Councilor Kokoros  
**Vote:** For (8), Against (0), Absent (1- Hume)

Councilor Mullaney, Chairman of the Committee on Ways & Means, stated the committee has met and supported this motion. It is recommended for favorable action

Council President asked if any member of the Council or anyone from the public would like to speak on 14 065.

Robert Kearns from Sustainable Braintree and Braintree High School spoke on how critical it is to restore the Herring run. By building this ladder it shows the town's commitment. Herring is the main food for haddock and sea birds.

**Motion:** by Councilor Powers to close public hearing  
**Second:** by Councilor Kokoros  
**Vote:** For (8), Against (0), Absent (1- Hume)

Councilor Powers read the motions.

**Motion:** by Councilor Powers to approve  
**Second:** by Councilor Kokoros  
**Vote:** For (8), Against (0), Absent (1- Hume)

- 080 14 Councilor Kokoros: Review town response of recent Ebola scare & review towns future policy /procedures or take up any action relative thereto

Councilor Kokoros, Chairman of the Committee on Public Safety gave an overview of tonight's meeting. There is cooperation and confidence in our leaders and managers of EMS, Fire, Police, Health Department and Mayor's office. We have an excellent response staff. Marybeth McGrath, Director of Department of Municipal Licenses & Inspections met with members from the state level and made changes they felt would work better. We can handle any crisis that comes to Braintree.

## **NEW BUSINESS**

**None**

### **Refer to Committee on Ordinance & Rules**

- 14 068 Request to Rezone property at 44 Allen Street or take up any action relative thereto
- 14 061 Discontinuance Petition: Cliff Street & portion of Lancaster Road or take up any action relative thereto

Motion by Councilor Powers to refer Order 14 068 & 14 061 to the Committee on Ordinance & Rules.

**Motion:** by Councilor Powers to refer Order 14 066 & 14 061 to committee

**Second:** by Councilor Kokoros

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

### **Refer to Committee on Ways & Means**

- 14 067 Mayor: Free Cash and Retained Earnings Approval or take up any action relative thereto
- 14 069 Mayor: Supplemental Appropriations FY 15 or take up any action relative thereto
- 14 070 Board of Assessors: FY2015 Tax Levy or take up any action relative thereto

Motion by Councilor Powers to refer Order 14 067, 14 069 & 14 070 to the Committee on Ways & Means.

**Motion:** by Councilor Powers to refer Order 14 067, 14 069 & 14 070 to committee

**Second:** by Councilor Kokoros

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

### **ADJOURNMENT**

It was unanimously voted to adjourn the meeting at 8:45p.m.

Respectfully submitted,

Susan M. Cimino  
Clerk of the Council

## **Documents provided for Meeting**

- October 21, 2014 Council Meeting Minutes
- 14 064 Mayor: School Department Capital Funding Request for Classroom Technology
- 14 065 Mayor: Great Pond Dam Repair
- 14 066 Mayor: Proposed Amendment to the Zoning Bylaw Relating to Signs
- 14 068 Request to Rezone property at 44 Allen Street
- 14 061 Discontinuance Petition: Cliff Street & portion of Lancaster Road
- 14 067 Mayor: Free Cash and Retained Earnings Approval
- 14 069 Mayor: Supplemental Appropriations FY 15
- 14 070 Board of Assessors: FY2015 Tax Levy

**PROPOSED 2015 COUNCIL MEETING CALENDAR**

(Unless noted, meetings are held on a Tuesday)

January 6 and 20

February 3 and 24 [School Vacation Week beginning Feb. 16<sup>th</sup>]

March 3 and 17

April 7 and 28 [School Vacation Week beginning April 20<sup>th</sup>]

May 1 (Fri), 12 and 26 [May 1 Required by Charter: Section 6-3 Submission of Budget]  
[May 26 Annual Town Meeting]

June 2 and 16 [Jun 2 placeholder for additional action on the budget]

July 14 [Summer Schedule]

August 11 [Summer Schedule]

**September 1 and 16 (Wed) [Local Primary Election would be Sept. 15<sup>th</sup> if needed\*)**

October 6 and 20

November 4 (Wed) and 17 [Nov 4 Council Rule 24 Council Meetings: Nov. 3 Local Election\*]

December 1 and 15

\*Election dates are subject to change

# Calendar for year 2015 (United States)

<p><b>January</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p> <p>4: C 13: D 20: E 26: F</p>	<p><b>February</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>3: C 11: D 18: E 25: F</p>	<p><b>March</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p> <p>5: C 13: D 20: E 27: F</p>
<p><b>April</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30</p> <p>4: C 11: D 18: E 25: F</p>	<p><b>May</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p> <p>3: C 11: D 18: E 25: F</p>	<p><b>June</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p> <p>2: C 9: D 16: E 24: F</p>
<p><b>July</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p> <p>1: C 8: D 15: E 24: F 31: C</p>	<p><b>August</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p> <p>6: D 14: E 22: F 29: C</p>	<p><b>September</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p> <p>5: D 13: E 21: F 27: C</p>
<p><b>October</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p> <p>4: D 12: E 20: F 27: C</p>	<p><b>November</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30</p> <p>3: D 11: E 19: F 25: C</p>	<p><b>December</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p> <p>3: D 11: E 18: F 25: C</p>

**Holidays and Observances:**

<b>Jan 1</b> New Year's Day	<b>Sep 7</b> Labor Day
<b>Jan 19</b> Martin Luther King Day	<b>Sep 14</b> Rosh Hashana
<b>Feb 14</b> Valentine's Day	<b>Sep 23</b> Yom Kippur
<b>Feb 16</b> Presidents' Day	<b>Oct 4</b> Last Day of Sukkot
<b>Apr 4</b> Passover (first day)	<b>Oct 12</b> Columbus Day (Most regions)
<b>Apr 5</b> Easter Sunday	<b>Oct 31</b> Halloween
<b>Apr 11</b> Last Day of Passover	<b>Nov 11</b> Veterans Day
<b>Apr 13</b> Thomas Jefferson's Birthday	<b>Nov 26</b> Thanksgiving Day
<b>May 10</b> Mothers' Day	<b>Dec 7</b> Chanukah/Hanukkah (first day)
<b>May 25</b> Memorial Day	<b>Dec 14</b> Last Day of Chanukah
<b>Jun 21</b> Fathers' Day	<b>Dec 24</b> Christmas Eve
<b>Jul 3</b> 'Independence Day' observed	<b>Dec 25</b> Christmas Day
<b>Jul 4</b> Independence Day	<b>Dec 31</b> New Year's Eve

Calendar generated on [www.timeanddate.com/calendar](http://www.timeanddate.com/calendar)



# Braintree Town Council In Recognition of

# El Sarape

Is recognized by the Braintree Town Council on their 26th year anniversary and extends its best wishes and congratulations to El Sarape and offers its sincere appreciation for your support of the Town of Braintree and its citizens.

*Thomas M. Bowers*  
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President/District 3

*Sean E. Powers*  
Sean E. Powers  
Vice-President/At-Large

*Charles C. Kokoros*  
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District 5

*Paul "Dan" Clifford*  
Paul "Dan" Clifford  
District 6



## BFFE Fall Raffle

Drawing at the BHS Thanksgiving Day Football Game on November 27, 2014  
(You do not have to be present to win)

1st Prize \$1000

2nd Prize \$250

3rd Prize \$100

YES, I want to support the BFFE raffle.

(please enclose check & filled out raffle tickets)

NO, I am returning unused raffle tickets.

### Tickets: 1 for \$5.00 or 5 for \$20.00

Please make checks payable to: BFFE and return to your homeroom teacher

Student's Name: \_\_\_\_\_

School: \_\_\_\_\_

Grade: \_\_\_\_\_

The Braintree Fund for Education, Inc. (BFFE), is a 501 (c) (3) Public Charity with a focus on providing state of the art technology for our children's classrooms and funding teacher grants. BFFE Website: [www.gpvillage.com/bffe](http://www.gpvillage.com/bffe)

**Drawing: Thanksgiving Day - November 27<sup>th</sup>**

**DEADLINE to return tickets to homeroom teacher: Monday, November 24, 2014**



**SOUTH SHORE PLAZA**  
A SIMON MALL

November 12, 2014

Tom Bowes  
Town of Braintree-Town Council President  
One JFK Memorial Drive  
Braintree, Ma. 02184

Dear Mr. Bowes,

I apologize I could not attend tonight's meeting in person. I hope that the attached will answer any questions you may have for the upcoming holiday season at South Shore Plaza.

I have included specific sections contained within our 2014 Holiday Handbook that we provide to each store. You will find employee parking regulations, site plan highlighting employee parking areas, 2014 mall operating hours (note: department stores hours will vary from the mall), approved 2014 Braintree Police Department detail schedule, fire safety, deliveries and trash. A memo will also be distributed from the Building Department and Braintree Fire Department discussing fire code regulations for stockroom access to emergency exits, trash, etc.

The following are a couple of highlights:

- South Shore Plaza has agreed to fund Braintree Fire Department details to make store inspections throughout each week of the holiday season. This will include the retail floor, stockrooms and rear corridors. We also will have BFD details on Black Friday.
- Per Chief Jenkins, Brewster Ambulance will park a unit at the South Shore Plaza from Black Friday thru New Years. They will dispatch to Braintree calls from here.
- Braintree Police Department details have been reviewed and approved by Lt. Lydon. They are very similar to last year with some adjustments based on comments from 2013.
- Again, retail stores will be opening at 12:30 am on Black Friday. We expect approximately 70% of stores to open at 12:30 am.

Our goal is to create an inviting, safe and comfortable shopping environment. We believe we have a plan in place to exceed that.

Please let me know if you have any additional questions.

Sincerely,



Rick Tonzi  
South Shore Plaza General Manager

## **RULES & REGULATIONS**

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### **Employee Parking**

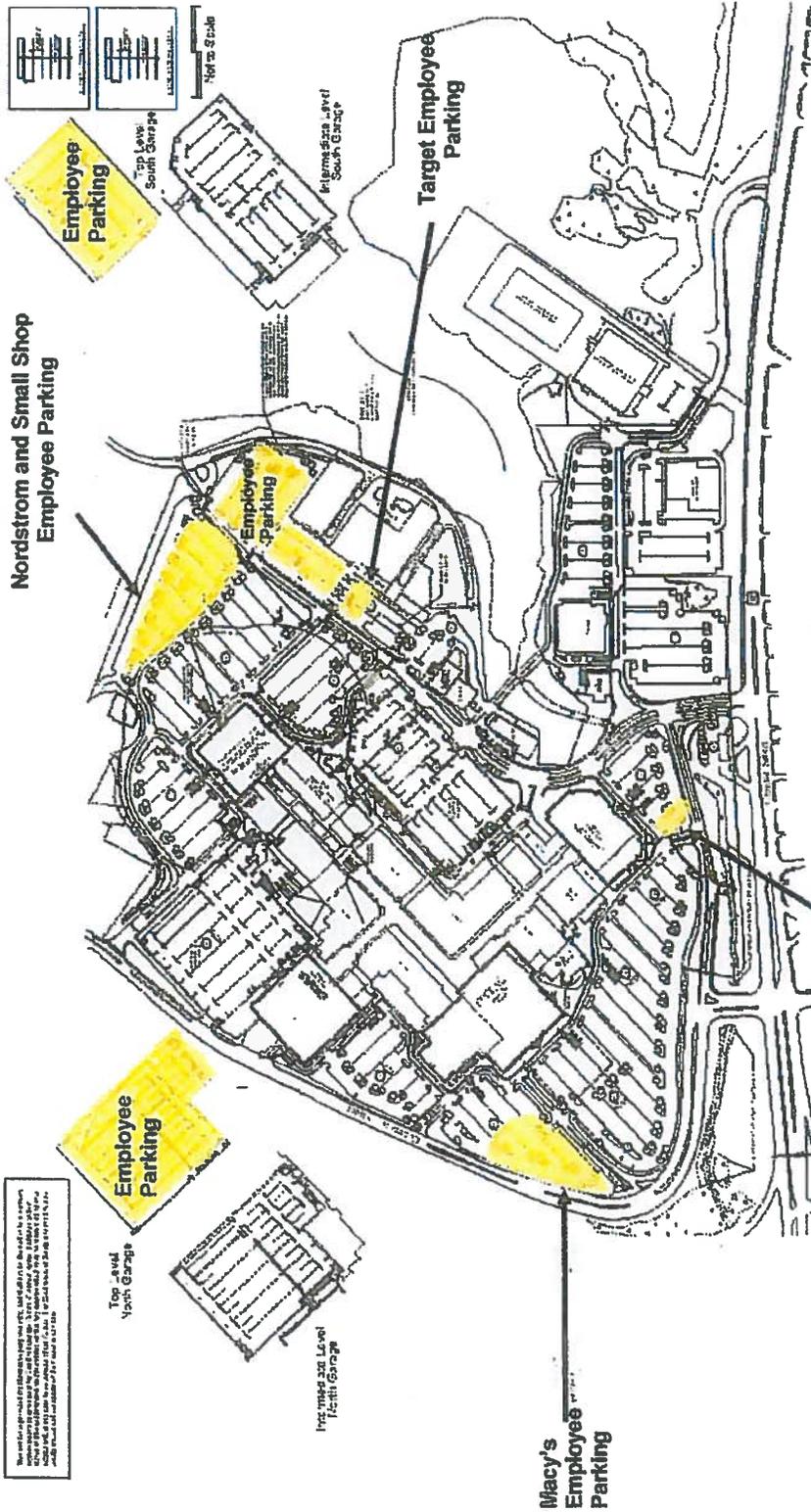
As in years past, there are **MANDATORY** employee parking areas for all employees for all shifts. The areas are the furthest back lot behind Nordstrom on the Southeast side near the Lakeside Drive gate and the upper decks of both the North and South garage (see attached map). It is imperative that all mall employees park in the designated employee parking areas. Those found not parking in this designated area on the designated days will either be fined per occurrence or the car will be towed off the property at the owner's expense as per the store's lease. Any medical excuses must be given to Alan Piccirilli from the manager with some type of doctor's note along with all the information concerning the car. Any other reasons for not following this rule should be discussed with the Mall Manager, Rick Tonzi or Alan Piccirilli.

On days between Thanksgiving and Christmas, your employees **MUST** park in the top deck of the North and South parking decks.

This is extremely important to the success of this Holiday season. The traffic flow at SSP has been very good in the past years, but it can be negatively impacted by your employees not parking in the designated areas. Every employee must be communicated to on this and the map can be hung up on your bulletin board. The biggest issue is the employees working the afternoon and evening shifts **NOT** following this policy. These employees you must concentrate on. Remind all employees at every meeting that you have. We must have all stores working together on this to make this successful.

If an employee comes in mid afternoon on a Saturday, for example, and the upper decks of the parking garages are full, then they should park in the Southeast corner lot only. If it is snowing, like we had in previous years, and we need to suspend holiday employee parking regulations for a day or two, we will send a note to all store managers.

# EMPLOYEE PARKING PLAN



NOT TO SCALE  
 THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**Lord and Taylor Management Parking**  
 Development Site Plan D

3' 15' 30' 45'

DP33-1

DEVELOPMENT AREA  
 EXISTING PAVEMENT  
 EXISTING SIDEWALK

South Shore Plaza  
 350 Grant Street  
 Braintree, MA 02184  
 © 2011 SIMON

## 2014 Holiday Hours

<b>Date</b>	<b>Day</b>	<b>Hours</b>
11/16/2014	Sun	11:00 am - 7:00pm
11/17/2014	Mon	10:00am - 9:00pm
11/18/2014	Tues	10:00am - 9:00pm
11/19/2014	Wed	10:00am - 9:00pm
11/20/2014	Thur	10:00am - 9:00pm
11/21/2014	Fri	10:00am - 9:00pm
11/22/2014	Sat	10:00am - 9:00pm
11/23/2014	Sun	11:00am - 7:00pm
11/24/2014	Mon	10:00am - 9:00pm
11/25/2014	Tues	10:00am - 9:00pm
11/26/2014	Wed	10:00am - 9:00pm
11/27/2014	Thanksgiving	CLOSED
11/28/2014	Black Friday	12:30am - 10:00pm
11/29/2014	Sat	8:00am - 10:00pm
11/30/2014	Sun	10:00am - 7:00pm
12/1/2014	Mon	10:00am - 9:00pm
12/2/2014	Tues	10:00am - 9:00pm
12/3/2014	Wed	10:00am - 9:00pm
12/4/2014	Thur	10:00am - 9:00pm
12/5/2014	Fri	10:00am - 10:00pm
12/6/2014	Sat	10:00am - 10:00pm
12/7/2014	Sun	10:00am - 7:00pm
12/8/2014	Mon	10:00am - 10:00pm
12/9/2014	Tues	10:00am - 10:00pm
12/10/2014	Wed	10:00am - 10:00pm
12/11/2014	Thur	10:00am - 10:00pm
12/12/2014	Fri	9:00am - 11:00pm
12/13/2014	Sat	9:00am - 11:00pm
12/14/2014	Sun	10:00am - 10:00pm
12/15/2014	Mon	9:00am - 11:00pm
12/16/2014	Tues	9:00am - 11:00pm
12/17/2014	Wed	9:00am - 11:00pm
12/18/2014	Thur	9:00am - 11:00pm
12/19/2014	Fri	8:00am - 11:00pm
12/20/2014	Sat	8:00am - 11:00pm
12/21/2014	Sun	8:00am - 11:00pm
12/22/2014	Mon	8:00am - 11:00pm
12/23/2014	Tues	8:00am - 11:00pm
12/24/2014	Weds- Xmas Eve	8:00am - 6:00pm
12/25/2014	Thurs- XMAS	CLOSED
12/26/2014	Fri	8:00am - 10:00pm
12/27/2014	Sat	10:00am - 9:00pm
12/28/2014	Sun	11:00am - 6:00pm
12/29/2014	Mon	10:00am - 9:00pm
12/30/2014	Tues	10:00am - 9:00pm
12/31/2014	Wed- New Years Eve	10:00am - 6:00pm
1/1/2015	Thur- New Years Day	10:00am - 6:00pm

## South Shore Plaza

## 2014 Holiday

## Police Schedule

Day	Date	Mall Hours	Location	Time	# Officers	# of hours	OIC	# of hours	Total Hours
Sat.	29-Nov	1000-2200	Out	1100-1500	4	16	1	4	20
				1500-1900	4	16	1	4	20
			in	1430-1830	1	4			4
Sat.	6-Dec	1000-2200	Out	1430-1830	5	20	1	4	24
Sun.	7-Dec	1000-1900	Out	1430-1830	4	16	1	4	20
Fri.	12-Dec	0900-2300	Out	1100-1500	4	16	1	4	20
			Out	1500-1900	4	16	1	4	20
Sat.	13-Dec	0900-2300	Out	1100-1500	6	24	1	4	28
				1500-1900	6	24	1	4	28
				1900-2300	5	20	1	4	20
Sun.	14-Dec	090-2200	Out	1100-1500	5	20	1	4	24
				1500-1900	6	24	1	4	28
Mon.	15-Dec	0900-2300	Out	1100-1500	0	0	0	0	0
				1500-1900	5	20	1	4	24
				1900-2300	5	20	1	4	24
Tues.	16-Dec	0900-2300	Out	1100-1500	0	0	0	0	0
				1500-1900	5	20	1	4	24
				1900-2300	5	20	1	4	24
Wed.	17-Dec	0900-2300	Out	1100-1500	5	20	1	4	24
				1500-1900	6	24	1	4	28
				1900-2300	4	16	1	4	20
Thur.	18-Dec	0900-2300	Out	1100-1500	6	24	1	4	28
				1500-1900	6	24	1	4	28
				1900-2300	5	20	1	4	20
Fri.	19-Dec	0800-2300	Out	1100-1500	7	28	1	4	32
				1500-1900	7	28	1	4	32
				1900-2300	5	20	1	4	24
Sat.	20-Dec	0800-2300	Out	1100-1500	6	24	1	4	28
				1500-1900	6	24	1	4	28
				1900-2300	6	24	1	4	28





## RULES & REGULATIONS

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### FIRE SAFETY

As you are preparing for the upcoming Holiday Season, I would like you to check your store and stockrooms to ensure compliance with the basic egress, fire safety, and building code practices that you should ALWAYS have in place:

- **There must be an unobstructed 4 foot path from your sales floor through your stockroom, and out the rear door.**
  - **No stock or fixtures may be left in the back hallways. If you are working quickly to get your shipment into the backroom, that is OK, but it cannot be left there for an extended amount of time. You would be blocking a means of egress for you and your fellow tenants.**
  - **No merchandise can be stored higher than 18 inches below the level of your sprinkler heads. This rule applies throughout the entire store, not just immediately below the sprinkler heads. This also applies to any storage area at South Shore Plaza that you may be renting.**
  - **Restrooms cannot be used for storage.**
  - **There must be at least 3 feet of clearance around all transformers and electric panels. Nothing should be placed on top of your electrical transformer.**
  - **Smoking is NOT allowed in any interior part of the mall. If caught, you will be subject to a \$100 fine per occurrence by the Braintree Dept. of Health.**
  - **Do not block your fire pull stations, audible fire alarms/strobe lights, and fire extinguishers. Please be sure that your fire extinguishers are full, working and inspected.**
- 

Public safety is everyone's responsibility so please follow these rules in order to ensure the safety of all employees and customers of South Shore Plaza. As you are aware, periodic inspections by the Fire Department and Building Inspector occur throughout the year with more frequency during Holiday time.

Violation of these codes is not only dangerous but they may lead to your store being CLOSED by the Fire Department or Building Inspector. Please take time to speak to your staff about these important issues so that everyone understands what must be done.

**If you have any questions, please contact Alan Piccirilli, Security Director for South Shore Plaza at 781-843-8201**

## RULES & REGULATIONS

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### Deliveries

Stores that have a rear service door **must** take all deliveries through that door. Stores that do not have rear door access can accept deliveries through the mall common areas by accessing the mall through service corridors only, **not** main entrances. Please note, these deliveries must be made prior to the mall opening for business. **No deliveries will be allowed in the mall common area during business hours.** This is done to provide our customers with the safest shopping environment possible.

Store managers are to instruct their freight carriers of this policy as well as directing them to the appropriate tunnel dock or service area. If you must utilize a service entrance above ground, the fire lanes and roadway must not be obstructed at anytime. Security will demand that vehicles be moved. Any individuals who violate this policy will be issued a City of Braintree traffic violation and will be subject to the appropriate fines.

The delivery tunnel hours of operation are 6:30am to 11:00pm, Monday through Friday. It is closed on Saturday and Sunday. In the event you have a delivery during off hours, there is a phone located at the tunnel entrance, which will allow the driver to be directly connected to Security. They will be allowed in only after providing security with the required information.

**\*\* At no time are any deliveries to be left in the corridors behind your stores. All deliveries MUST be made to "inside your store". \*\***

## RULES & REGULATIONS

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### Trash Removal

Allied Waste is the firm that is contracted by South Shore Plaza to provide trash compactors that are utilized by tenants at South Shore Plaza. Trash compactors as well as "cardboard only dumpsters" are located in the Mall truck tunnel. Each store should utilize the compactors that are closest to your store. In the event that you find a compactor is full and/or not functioning properly contact Security and they will arrange to have it repaired or emptied as quickly as possible. You will then be required to proceed to the nearest compactor that is functioning. **AT NO TIME CAN TRASH BE LEFT OUTSIDE A COMPACTOR OR DUMPSTER.** Any store failing to comply with this policy will be billed an invoice fee to their Corporate Office.

**Tenants are required to compress their trash and cardboard after placing it in the compactor.** By doing this it will minimize the trash chute from becoming blocked. **Please keep in mind that each store must keep their trash inside of their space until they take it out to the compactor.** Trash cannot be stored in the rear corridors or in the mall common area at any time. Trash left in corridors could result in fines from the Mall Office or the closing of your store by the Town of Braintree Fire Department or the Building Department.

To compensate for the holiday season we may have additional dumpsters placed on the property and have units emptied more frequently.

## **071 14(A)**

Town Auditor

Introduced: Council Ways and Means Committee Chairman

Pursuant to Section 2-8a of the Town Charter , through the Braintree Town Council approve a new three year contract from 04/01/2015 to 03/31/2018 for Eric Kinsherf as Town Auditor

**Eric A. Kinsherf, CPA**  
116 State Road #8  
P.O. Box 791  
Sagamore Beach, MA 02562

Here are the costs by fiscal year for the Town Auditor.

FY 2012 - \$32,500

FY 2013 - \$43,106.25

FY 2014 - \$46,668.75

FY 2015 through 9/25/14 - \$3,368.75

The annual budgeted amount is \$74,000.

Per your request, the contract time period costs are summarized below:

Year 1 (4/1/12 to 3/31/13) - \$40,218.75

Year 2 (4/1/13 to 3/31/14) - \$42,443.75

Year 3 (4/1/14 to 9/25/14) - \$18,881.85 \*\*\*partial year as contract expires 3/31/15

Annual contracted limit is \$74,000

**CONTRACT BETWEEN THE TOWN COUNCIL OF THE TOWN OF  
BRAintree AND ERIC A. KINSHERF, CPA**

This Agreement is made on this 27th day of March, 2012 between the Town of Braintree, acting by and through its duly elected Town Council (hereinafter, the "Town") and Eric A. Kinsherf, CPA, Certified Public Accountant (hereinafter, "Eric Kinsherf") of 95 State Road #106, Post Office Box 791, Sagamore Beach, MA 02562, hereby contract for services under the terms and conditions set forth herein.

**I. PARTIES**

The parties to this contract are the **Town of Braintree**, acting by and through its duly elected Town Council and **Eric A. Kinsherf**, CPA, Certified Public Accountant. The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and Eric A. Kinsherf, CPA, is a sole proprietor with a principal place of business at 95 State Road #106, Post Office Box 791, Sagamore Beach, MA 02562.

**II. DESIGNATED REPRESENTATIVES**

The **Town** designates **Charles Kokoros**, Council President, and **ERIC KINSHERF** designates himself as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the address stated above.

**III. CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

- 1) This Agreement
- 2) ERIC KINSHERF's proposal
- 3) ERIC KINSHERF's Certificate of Non-Collusion
- 4) ERIC KINSHERF's Certificate of Tax Compliance
- 5) Certificates of Insurance
- 6) Certificate of Authorization

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties.

#### **IV. SERVICES**

The scope of services to be provided by ERIC KINSHERF is as follows:

Serve as the Town Auditor as appointed by the Town Council in accordance with Section 2-8 in accordance with Chapter 189 of the Acts of 2005. (“An act establishing a Mayor/Town Council for the Town of Braintree”) The Town Auditor shall conduct financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The parties recognize that ERIC KINSHERF is a contractual consultant to the TOWN COUNCIL and is not a town employee and that ERIC KINSHERF is not entitled to any of the benefits normally afforded to full-time town employees. The Town Auditor shall make periodic reports to the town council in such detail and with such frequency as the town council shall by ordinance, by rule, or by other vote, direct. The Town Auditor shall report to the Council President directly and all other Councilors indirectly.

ERIC KINSHERF will attend meetings of the Council only at the request of the Council President. Any member of the Council may at any time call upon the Town Auditor for oral or written opinions of the financial conditions of the Town. However, in order to insure that the time required to perform such duties is fully funded, all such requests will be made through the Council President or designee. No payment will be made for services rendered unless the work done was previously approved by the Council President.

#### **V. QUALITY OF WORK**

ERIC KINSHERF represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality. ERIC KINSHERF shall be liable for its services rendered under this Contract.

#### **VI. COMPENSATION**

On a bi-monthly basis, ERIC KINSHERF shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to ERIC KINSHERF. Total compensation to be paid to ERIC KINSHERF pursuant to this contract shall not exceed \$74,000 in the first year of the contract ending March 31, 2013, \$74,000 in the second year of the contract ending March 31, 2014 and \$74,000 in the third year of the contract which concludes on March 31, 2015. The standard hourly rate is set throughout the three year contract at \$125 for services performed by Eric Kinsherf and at the standard hourly rate of \$75 for services performed by his accounting staff, when practicable and under his supervision.

**VII. TIME FOR PERFORMANCE**

All services to be performed pursuant to this contract shall be completed by ERIC KINSHERF during the three year appointment period which commences **April 1, 2012 and ends on March 31, 2015.**

**VIII. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

**IX. ENFORCEABILITY OF CONTRACT**

This contract is binding upon and enforceable against the Town if this contract is signed by the Town Council President, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor.

**X. ASSIGNMENT**

ERIC KINSHERF shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon ERIC KINSHERF and its assigns, transferees and/or successors in interest.

**XI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XII. CONFLICT OF INTEREST**

Both the Town and ERIC KINSHERF stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, ERIC KINSHERF certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

### **XIII. INSURANCE**

ERIC KINSHERF shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate.
- b. Professional Errors and Omissions in the amount of \$500,000

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### **XIV. INDEMNIFICATION**

ERIC KINSHERF hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of ERIC KINSHERF's performance of its obligations under this contract. ERIC KINSHERF hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

### **XV. TERMINATION**

This contract may be terminated by either party upon receipt of thirty days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. ERIC KINSHERF shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town. HOWEVER, IN ORDER FOR THE TOWN TO EXECUTE A VALID AND LEGAL TERMINATION OF THIS CONTRACT, SIX MEMBERS OF THE TOWN COUNCIL MUST VOTE IN FAVOR OF TERMINATING THIS CONTRACT.

### **XVI. BREACH OF CONTRACT**

Failure of ERIC KINSHERF to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if ERIC KINSHERF cures said breach within the fourteen day period.

**XVII. CERTIFICATION OF TAX COMPLIANCE**

This contract shall include a certification by ERIC KINSHERF that ERIC KINSHERF is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

**XVIII. RESPONSIBILITIES FOR TAXES:**

ERIC KINSHERF acknowledges that he is an independent contractor and not an employee of the Town. As a consultant, ERIC KINSHERF shall be responsible for filing and paying all taxes associated with compensation paid under this contract. ERIC KINSHERF also agrees to indemnify and to hold the Town harmless with respect to any claims arising from his failure to pay all appropriate taxes and other sums owed to the U.S. Government or the Commonwealth of Massachusetts.

For Eric A. Kinsherf, CPA

  
\_\_\_\_\_

Date: 3/23/12

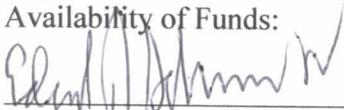
For the Town of Braintree,  
By its Town Council President,

  
\_\_\_\_\_

**Charles C. Kokoros**

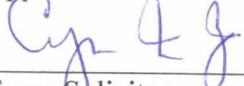
Date: 3-27-12

Approved as to  
Availability of Funds:

  
\_\_\_\_\_

Town Accountant

Approved as to form:

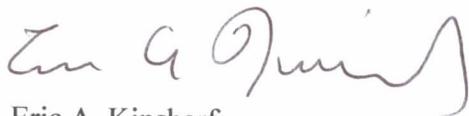
 3/25/12  
\_\_\_\_\_

Town Solicitor

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that its proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.



Eric A. Kinsherf  
(Name of person signing proposal)

Eric A. Kinsherf, CPA  
(Name of Business)

**STATEMENT OF STATE TAX COMPLIANCE**

Pursuant to MGL Chapter 62C, S. 49A, as amended, I Eric A. Kinsherf, owner

Eric A. Kinsherf, CPA - owner

NAME & TITLE

Authorized signatory for Eric A. Kinsherf, CPA whose principal place of business is at State Road #106, Post Office Box 791, Sagamore Beach, MA 02562 do hereby certify under the pains and penalties of perjury that Eric A. Kinsherf has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTING PARTY'S SOCIAL SECURITY OR FEDERAL I.D. NUMBER:

26-3175387



AUTHORIZED SIGNATURE

Eric A. Kinsherf

TYPED NAME

March 27, 2012

DATE

Certificate of Authorization

Eric A. Kinsherf, CPA is a sole proprietor formed and existing under the laws of the Commonwealth of Massachusetts, Eric A. Kinsherf is authorized to execute contracts and bonds in the name of the business.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Eric A. Kinsherf  
Print Name of Above

\_\_\_\_\_  
owner  
Title

## **071 14(B)**

Independent Audit CPA

Introduced: Council Ways and Means Committee Chairman

Pursuant to Section 6-11 of the Town Charter , through the Braintree Town Council approve a new three year contract for FY 2015, FY2016 and FY 2017 for Powers and Sullivan CPA as independent Certified Public Accountants



CONTRACT REVIEW AND PRICE  
PROPOSAL FOR  
INDEPENDENT AUDITING SERVICES

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TOWN OF BRAINTREE, MASSACHUSETTS  
FOR THE FISCAL YEARS ENDING  
JUNE 30, 2015 THROUGH 2017

CONTRACT REVIEW AND PRICE  
PROPOSAL FOR  
INDEPENDENT AUDITING SERVICES  
TOWN OF BRAINTREE  
FISCAL YEARS 2015 THROUGH 2017

**SUBMITTED BY:**

POWERS & SULLIVAN, LLC  
CERTIFIED PUBLIC ACCOUNTANTS

100 QUANNAPOWITT PARKWAY, SUITE 101  
WAKEFIELD, MASSACHUSETTS 01880

CONTACT PERSONS: JAMES E. POWERS, CPA  
MICHAEL K. NELLIGAN, CPA

TELEPHONE: 781-914-1700

FAX: 781-914-1701

WEBSITE: POWERSANDSULLIVAN.COM

DATE: OCTOBER 7, 2014



100 Quannapowitt Parkway  
Suite 101  
Wakefield, MA 01880  
T. 781-914-1700  
F. 781-914-1701  
[www.powersandsullivan.com](http://www.powersandsullivan.com)

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## CONTRACT REVIEW AND PRICE PROPOSAL

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October 7, 2014

Town of Braintree Audit Selection Committee  
1 John F. Kennedy Memorial Drive  
Braintree, Massachusetts 02184

To the Audit Selection Committee:

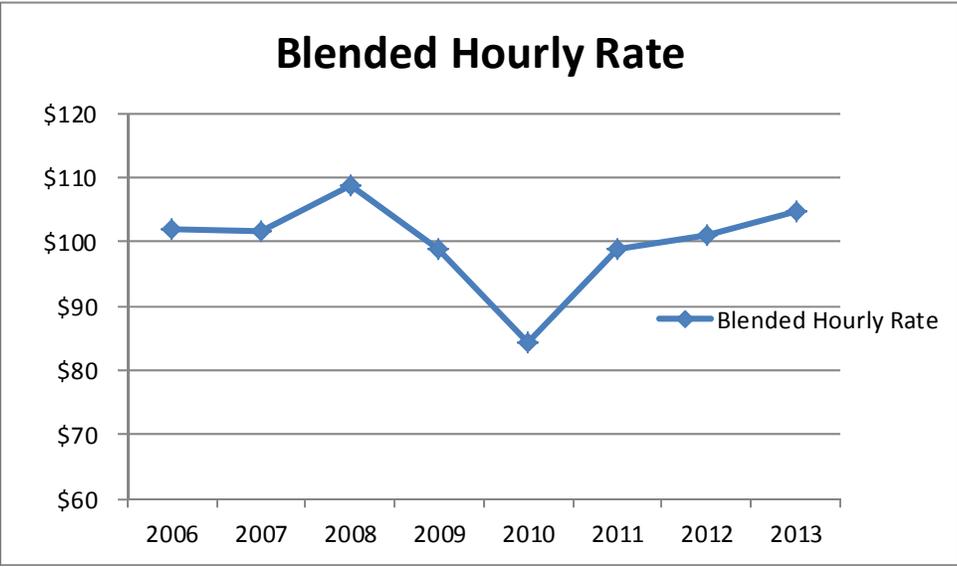
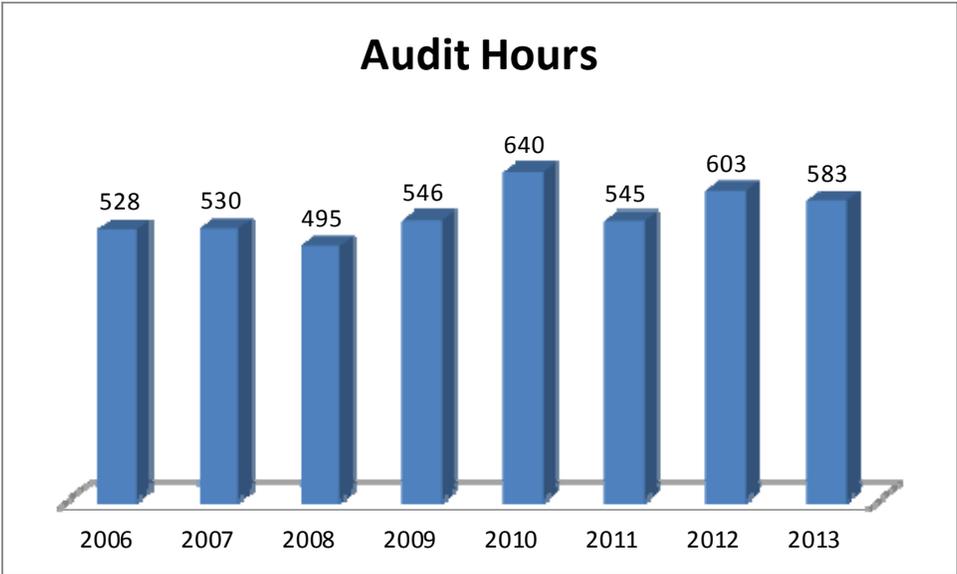
We appreciate the opportunity to submit this review and proposal to render independent financial audit services to the Town of Braintree for the fiscal years ending June 30, 2015 through 2017.

We recognize, in today's environment particularly, the importance of controlling our costs in order that our fees are kept at a reasonable level to the Town and competitive with other firms. As a means of controlling our costs, we plan the engagement carefully, using as a basis our study and evaluation of the Town's existing system of internal control. We then budget hours for each section of the engagement. As the examination progresses, we will constantly monitor our time input against the original budget. In utilizing this system of engagement management, we believe we can give the Town solid assurance that deadlines will be met and costs minimized.

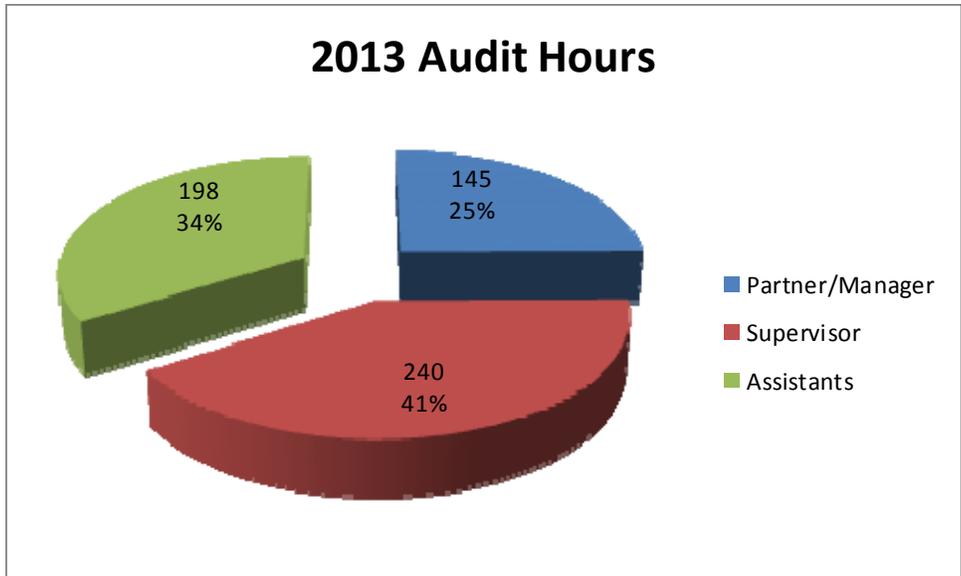
Powers & Sullivan, LLC has been serving as the Town's independent audit firm for many years. In the most recent audit contract the Town's "Specifications for Independent Financial Audit Services" solicited proposals for the annual audit of the Town's Comprehensive Annual Report (CAFR) for the years 2012 to 2014. We agreed to the 3 year term and we also proposed to assist the Town with the preparation of its first CAFR. As you know the Town has received the GFOA's Certificate of Achievement for Excellence in Financial Reporting for each year since.

Our total all inclusive fees for the past 9 years, along with our Annual Audit Hours and Blended Hourly Rates are depicted in the following tables:

<u>Audit Entity</u>	<u>2006 to 2008</u>	<u>2009 to 2011</u>	<u>2012 to 2014</u>
Town	\$ 49,900	\$ 49,900	\$ 50,000
School EOYR	4,000	4,000	4,000
CAFR Fee	N/A	N/A	7,000
	<u>\$ 53,900</u>	<u>\$ 53,900</u>	<u>\$ 61,000</u>



We have been averaging 561 hours per year and our blended hourly rate realized has been between \$85 and \$105 per hour; approximately \$102 over the last 3 years. The next chart shows how those hours were broken down by the Team assigned to the Braintree audit for fiscal year 2013:



We consider the Town of Braintree to be an important client and we've tried to manage this relationship as such. We know that Braintree is engaged in this process and we appreciate working with the Town at all levels. To that end we are proposing to hold our fees firm for another 3 year term if you so desire. The following would be our proposed fee schedule for the fiscal years ending June 30, 2015 to 2017:

Audit Entity	Fee
Town.....	\$ 50,000
School EOYR.....	4,000
CAFR Fee.....	7,000
<b>Total.....</b>	<b>\$ 61,000</b>

Should you desire a one year agreement with options for years two and three at the same pricing we would be agreeable to that as well.

These fees include out-of-pocket costs (such as report reproduction for 30 CAFRs, typing, postage, travel, copies, telephone, etc.) except for the filing fee to the GFOA for the CAFR award and any third party costs related to confirmations requested (usually bank confirmation fees). We have never billed the Town for any additional costs beyond what was agreed to.

Our proposed fee includes a full range of services which other firms may not have included such as attendance at meetings by partners after the audit is completed, general consulting on municipal finance issues and other services. If the Town needs further clarification, we would be happy to explain our fee structure in detail.

Should the Town desire professional services outside the scope of this audit shown below are our standard hourly billing rates.

Partner	\$195
Manager	\$150
Seniors	\$125
Assistant	\$85

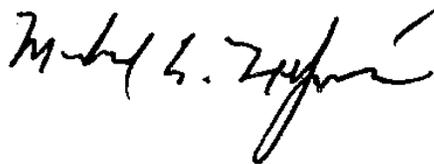
We submit this proposal with the anticipation that our qualifications will allow us to continue as your auditor. Should you need clarification on any of the information in this proposal, we would be pleased to meet with you to discuss any item. This proposal will remain in effect for 90 days without restriction and we certify that the undersigned are entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the Town of Braintree.

Thank you for the opportunity to continue working with the Town of Braintree. We can assure you that our team will do everything in its power to provide the Town with the highest level of service, energy, commitment, and experience. **We want to keep the Town as a valued client.**

Very truly yours,



James E. Powers, CPA  
Partner



Michael K. Nelligan, CPA  
Partner

# Powers & Sullivan, LLC

Certified Public Accountants



January 10, 2012

100 Quannapowitt Parkway  
Suite 101  
Wakefield, MA 01880  
T. 781-914-1700  
F. 781-914-1701  
[www.powersandsullivan.com](http://www.powersandsullivan.com)

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

Dear Mr. Casey,

Enclosed please find a signed copy of the *contract between the Town of Braintree and Powers & Sullivan, LLC for audit services.*

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jennifer Couillard', written in black ink.

Jennifer Couillard  
Office/Audit Administrator

Enclosures

**CONTRACT BETWEEN THE TOWN OF BRAINTREE AND POWERS & SULLIVAN, LLC**  
**for AUDIT SERVICES**

This Agreement is made on this 11<sup>th</sup> day of January 2012 between the Town of Braintree, acting by and through its duly elected Town Council (hereinafter, the "Town"), and Powers & Sullivan, LLC., Certified Public Accountants (hereinafter "Powers & Sullivan, LLC"), whereby the Town and Powers & Sullivan, LLC contract for services under the terms and conditions set forth herein.

**I. PARTIES**

The parties to this contract are the Town of Braintree, acting by and through its duly elected Town Council and Powers & Sullivan, LLC. The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and Powers & Sullivan, LLC, is a corporation existing or formed under the laws of the Commonwealth of Massachusetts, having a principal place of business at 100 Quannapowitt Parkway, Suite 101, Wakefield, Massachusetts 01880.

**II. DESIGNATED REPRESENTATIVES**

The Town designates the Chairman of Ways & Means Committee and Powers & Sullivan, LLC designate James E. Powers, CPA as its authorized representative to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the address stated above.

**III. CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

- 1) This Agreement
- 2) The Town of Braintree's Invitation to Bid
- 3) Powers & Sullivan, LLC Bid Proposal (Technical and Pricing Proposals)
- 4) Powers & Sullivan, LLC Certificate of Non-Collusion
- 5) Powers & Sullivan, LLC Certificate of Tax Compliance
- 6) Certified Votes of the Corporation (if required)
- 7) Certificates of Insurance (if required)

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties.

**IV. SERVICES**

Independent audit services described in the Audit Scope and Approach section of the technical proposal, including a Comprehensive Annual Financial Report (CAFR) as well as the Massachusetts Department of Elementary and Secondary Education's Compliance Supplement applicable to Massachusetts School Districts for the fiscal years ending June 30, 2012 through 2014.

**V. QUALITY OF WORK**

Powers & Sullivan, LLC represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality. Powers & Sullivan, LLC shall be liable for its services rendered under this Contract.

**VI. COMPENSATION**

Each year of the contract Powers & Sullivan, LLC shall invoice the Town as follows: (1) After completion of the preliminary work; \$12,500, (2) After the year-end field work and draft reports are presented to the Town; \$25,000, (3) After the Town Accepts the reports and the final reports are issued; \$12,500, (4) upon delivery of the Fiscal Year Ending Financial Reports for services associated with the Comprehensive Annual Financial Report; \$7,000 and (5) upon delivery of the Fiscal Year Ending Financial Reports for services associated with the Massachusetts Department of Elementary and Secondary Education's Compliance Supplement; \$4,000. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to Powers & Sullivan, LLC.

**VII. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be performed by Powers & Sullivan, LLC no later than February 1<sup>st</sup> each year following the close of the fiscal year's covered by the contract.

**VIII. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

**IX. ENFORCEABILITY OF CONTRACT**

This contract is binding upon and enforceable against the Town if this contract is signed by the Braintree Town Council or its designee, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Counsel.

This contract is binding upon and enforceable against Powers & Sullivan, LLC if endorsed by its President, Board of Directors or designated representative as certified by vote of the Corporation attached hereto.

**X. ASSIGNMENT**

Powers & Sullivan, LLC shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon Powers & Sullivan, LLC assigns, transferees and/or successors in interest.

**XI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XII. CONFLICT OF INTEREST**

Both the Town and Powers & Sullivan, LLC stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, Powers & Sullivan, LLC certify that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

### **XIII. INSURANCE**

Powers & Sullivan, LLC shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.
- b. Excess Liability in the amount of \$2,000,000
- c. Professional Errors and Omissions in the amount of \$2,000,000
- d. Automobile Liability in the amount of \$50,000 for each occurrence and \$2,000,000 in the aggregate.
- e. Workers' Compensation and Employer's Liability in the amount as required by M.G.L.

### **XIV. INDEMNIFICATION**

The Powers & Sullivan, LLC hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of the Powers & Sullivan, LLC's performance of its obligations under this contract. The Powers & Sullivan, LLC hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

### **XV. PERFORMANCE AND/OR PAYMENT BOND**

Certain types of contracts require the Company/Consultant to obtain a performance and/or payment bond, in which case, the Company/Consultant shall provide the Town with a certificate of such bond which shall be attached hereto and incorporated herein by reference.

- Public building or public works projects subject to Massachusetts General Laws Chapter 30B and valued between \$10,000.00 and \$25,000.00 require a 50% payment bond.

- Building construction contracts subject to Massachusetts General Laws Chapter 149, Section 44A-M require both a payment bond and a performance bond in the amount of 100% of the contract amount.

- Public Works projects subject to Massachusetts General Laws Chapter 30, Section 39M require a 50% payment bond.

### **XVI. TERMINATION**

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. Powers & Sullivan, LLC shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

### **XVII. BREACH OF CONTRACT**

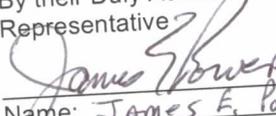
Failure of Powers & Sullivan, LLC to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if Powers & Sullivan, LLC cures said breach within the fourteen (14) day period.

**XVIII. CERTIFICATION OF TAX COMPLIANCE**

This contract shall include a certification by Powers & Sullivan, LLC that Powers & Sullivan, LLC is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto as Exhibit A.

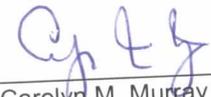
For Powers & Sullivan, LLC  
By their Duly Authorized  
Representative

  
Name: JAMES E. POWERS  
Title: MANAGER  
Date: 11/1/2012

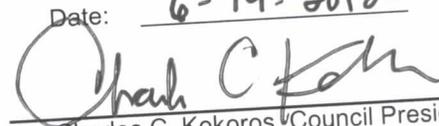
Approved as to Available Funds:

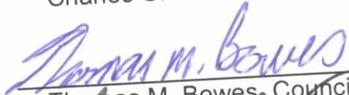
  
Edward Spellman  
Director of Municipal Finance  
111 601-5300

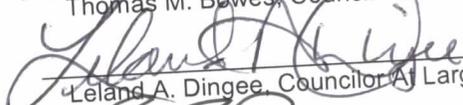
Approved as to form:

  
Carolyn M. Murray  
Town Solicitor  
11/25/12

For the Town of Braintree,

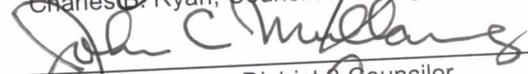
Date: 6-19-2012  
  
Charles C. Kokoros, Council President

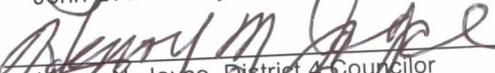
  
Thomas M. Bowes, Council Vice President

  
Leland A. Dingee, Councilor At Large

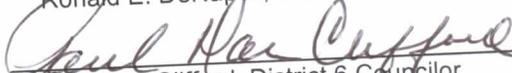
  
Sean E. Powers, Councilor At Large

  
Charles B. Ryan, Councilor At Large

  
John C. Mullaney, District 2 Councilor

  
Henry N. Joyce, District 4 Councilor

  
Ronald E. DeNapoli, District 5 Councilor

  
Paul Dan Clifford, District 6 Councilor

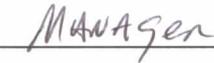
Certificate of Authorization

Powers & Sullivan, LLC is a company formed and existing under the laws of the state of Massachusetts, and pursuant to the their by-laws, James E. Powers is authorized to execute contracts and bonds in the name of said corporation. Such execution of any contract or obligation in this company's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

  
\_\_\_\_\_

  
\_\_\_\_\_

Print Name of Above

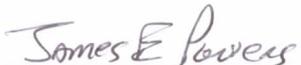
  
\_\_\_\_\_

Title

**CERTIFICATION OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

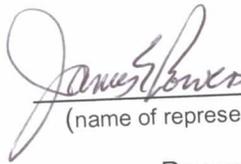
  
\_\_\_\_\_  
(name of person signing bid or proposal)

  
\_\_\_\_\_  
Powers & Sullivan, LLC

**CERTIFICATION OF TAX COMPLIANCE**

I, James E. Powers, for Powers & Sullivan, LLC, a Company existing or formed under the laws of the Commonwealth of Massachusetts, having a principal place of business at 100 Quannapowitt Parkway, Suite 101, Wakefield, Massachusetts 01880, hereby certify that the Company is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this 11 day of JANUARY, 2012.

 James E. Powers Manager  
(name of representative/position/title)

Powers & Sullivan, LLC

Date: 1/11/2012



RECEIVED TOWN CLERK  
BRAINTREE, MA

# Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

2014 OCT 22 AM 10:35

Joseph C. Sullivan  
Mayor

781-794-8100

To: Thomas M. Bowes, President of the Council  
Clerk of the Council  
Town Clerk

Cc: Edward Spellman, Director of Municipal Finance  
Michael Coughlin, Chief of Staff and Director of Operations

From: Joseph C. Sullivan, Mayor 

Date: October 20, 2014

Re: Free Cash and Retained Earnings Approval

The Department of Revenue has certified our General Fund Free Cash and our Enterprise Fund Retained Earnings for FY 2014 as follows:

- General Fund Free Cash \$14,276,766
- Water Sewer Retained Earnings \$ 1,614,661
- Golf Retained Earnings \$ 31,028

I have good news to report and wish to thank Municipal Finance Director Ed Spellman and our financial team for their strong efforts over the past few years. Last year we submitted to the Town Council the Financial Policies and Reserves document which formalized the financial policies we have been working on since the change in Town Government. Primary in that document was the establishment of annual reserves and the presentation of a structurally balanced budget. Annually we will present for your approval our analysis of free cash and a proposed use if in excess of our 10% target.

Below you will find three articles to be funded from our FY 2014 Free Cash balance in excess of our 10% target. The excess is approximately \$2,700,000, and our target will be met with a remaining Free Cash balance of \$11,576,766.

First, after the certification of Free Cash by the Department of Revenue, as per our recommended policies, we will replenish the stabilization fund. The increase is derived from the prior year's operation and accordingly we are submitting an article to deposit \$1,500,000 of the increase into the Stabilization Fund.

Second, we committed to continuing to contribute to the Capital Budget Reserve Account to mitigate the need to issue debt to address some future capital needs including building additions or renovations. We are recommending the approval and transfer an additional sum of \$ 500,000 from Free Cash to the Capital Budget Reserve. The purpose of this reserve is to support a capital item(s) or to pay principal and interest on debt service for capital items.

Third, we will be submitting our FY 2015 Capital Plan before the end of the calendar year. At this time we plan to deposit \$700,000 into the stabilization fund for part of our FY 2015 capital budget funding.

Accordingly, your review and approval of the following motions are requested:

1. Stabilization Fund

MOTION: That the sum of \$1,500,000 be transferred from the Fiscal Year 2014 certified Free Cash to the Town's Stabilization fund.

2. Building Capital Stabilization Fund

MOTION: That the sum of \$500,000 be transferred from the Fiscal Year 2014 certified Free Cash to the Town's Building Capital Stabilization fund.

3. Stabilization Fund for FY 2015 Capital

MOTION: That the sum of \$ 700,000 be transferred from the Fiscal Year 2014 certified Free Cash to the Town's Stabilization fund said funds to be set aside to pay for a portion of the Town's for the FY 2015 Capital Plan.

These monetary transfers will be proactive steps toward strengthening our municipal finances in a comprehensive and positive trajectory. I respectfully ask for your continued support.

Since these requests involve the appropriation of funds within the Fiscal Year 2015 budget, advertising and a public hearing is required under the sections 2-9 and 6-7 of the Town Charter.



With 14 067

#14-067

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

Joseph C. Sullivan  
Mayor

781-794-8100

October 30, 2014

To: Thomas Bowes, Council President  
Clerk of the Council  
Town Clerk

From: Joseph C. Sullivan, Mayor (JCS)

Cc: Edward Spellman, Director of Municipal Finance  
Michael Coughlin, Chief of Staff

Re: Free Cash Analysis

In accordance with the Town of Braintree's Fiscal Policies, the Town Accountant completes an analysis of the Town's Free Cash Certification as provided by the Massachusetts Department of Revenue. This analysis includes a review of major categories of general fund revenues as sources toward the Town's free cash and is attached for your review. This year's General Fund Free cash is \$14,267,766.

I forward this report for informational purposes. It provides context to our free cash as a result of FY 14 of general fund revenue collected. The report also includes Water and Sewer Retained earnings and Golf Retained earnings information.

I am also forwarding this report in relation to our October 20, 2014, request to distribute free cash in excess of our 10% balance target. As identified in that request we seek to move excess funds to the Town's Stabilization Fund, the Building Capital Stabilization Fund and the Stabilization Fund for Capital projects.

Please do not hesitate to contact me with any questions concerning the attached analysis.

#14-067



TOWN OF BRAintree  
ONE JFK MEMORIAL DRIVE  
BRAintree, MASSACHUSETTS 02184

Joseph C. Sullivan  
Mayor

Mark Lin  
Town Accountant

To: Joseph C. Sullivan, Mayor

Cc: Edward Spellman, Director of Municipal Finance  
Michael Coughlin, Chief of Staff and Director of Operations  
Peter J. Morin, Town Solicitor

From: Mark Lin, Town Accountant

A handwritten signature in black ink that reads "Mark Lin". The signature is written in a cursive, slightly slanted style.

Date: October 17, 2017

RE: Fiscal Year 2014 Free Cash Analysis

On September 17, 2014 we received the FY14 Free Cash certification from The Department of Revenue, indicating that the General Fund Free cash is \$14,267,766; Water and Sewer Retained earnings is \$1,614,661 and Golf's Retained Earnings is \$31,208.

We appropriated \$3,635,561 of FY13 Free cash for Stabilization fund, Capital Stabilization fund and several capital projects during FY2014.

Because of the positive variances of general fund revenues in excess of the budget by \$1.78 million and expenditures being less than budget by \$1.52 million this resulted in the strong free cash figure.

Attached for your review please find general fund sources of free cash analysis for Fiscal Year 2014. The report is a summary listing the major categories of general fund revenue and department expenditures.

You will see that for the general fund we have collected \$113 million dollars for the Fiscal Year 2014. The 12 month's general fund revenue collected, for the period ended June 30, 2014 at 102.60% of the revenue budget.

### PROPERTY TAXES

This is the largest category of the town's general fund revenue it accounts for approximately 69% of the general fund. The \$76 million collected is 100.56% of the current year's tax levy compared to 100.40% of the amount billed based on the prior year levy.

## **STATE AID**

This is the next largest source of town revenue and is approximately 17% of general fund revenue the town receives. The major sources being Chapter 70 education aid and unrestricted general government lottery aid are now being paid on to us a monthly basis. The State began the monthly disbursements FY 2014 to help cities and towns by improving their cash flow. A number of the less wealthy cities can receive more than 75% of their total general fund budget from the state and these accelerated payments will help them considerably. The new monthly payments more closely match cities and towns' regular weekly payments like payroll and benefits. For FY14 we have received 101.53 % of the budget.

## **MOTOR VEHICLE EXCISE**

This is the third largest source of town revenue for the town making up a little over 4% of general fund revenue. Motor vehicle excise is 116.18% collected. The first and largest commitment for FY 2014 comes to the town from the registry of motor vehicles in late January. We usually mail out the first commitment of motor vehicle excise in February with a due date in March. The first commitment for excise billing in the past has been approximately 30,000 bills for a total excise tax of \$3,900,000 which has been approximately \$388,000 higher than the first commitment for the prior fiscal year.

## **OTHER EXCISE HOTEL**

This category is the local hotel excise tax received from guests staying in the community. The state sends these funds to the town on a quarterly basis. We have received strong collections in the hotel excise tax for the first three quarters and have collected 123.57% of our budget, or \$248,000 over our original estimate of \$1,050,000.00. This is the result of the economy coming back and the reopening of the new Hyatt in May 2012 at the site of the old Sheraton that was closed for an extended period of time for renovations.

## **OTHER EXCISE MEALS**

The local option meals tax was approved by the Town Council as part of the FY 2014 budget. We will receive 10 months of revenue in FY 2014 due to the timing of the vote. We have received \$807,740.15 which is 115.39% of the \$700,000 budget. This amount collected to date is running about 15% above our estimate and \$107,000 above our estimate of \$700,000

## **PAYMENT IN LIEU OF TAXES**

Payments in lieu of taxes are collected at a rate of 72.43%. BELD paid \$500,000 less than what we estimated, and they will make \$500,000 more in FY15.

## **TRASH**

We budgeted 1,489,000 and the actual collections were 1,483,944 just slightly short of the budget. The Trash fee rate was collected at 99.66%.

## **FEES**

This line is currently at 123.17% collected because the main source of revenue for this category is from Semass which comes generally in late January, \$931,242 compared to the budget amount for Semass of \$510,000 .

### **SCHOOL TRANSPORTATION**

This is a new general fund revenue source this year. These funds were previously in a revolving fund under the direction of the school department. The State places a limit on the total dollar amount of revolving funds under any one department. Due to increases in the number and amount of school revolving funds, the transportation fund was not reauthorized for FY 2014. Consequently the fund balance and new receipts are going to the general fund and the school budget was increased by \$175,000 of estimated school bus receipts. The amount of \$206,314 represents both the 12 months actual revenue is the FY 2014 receipts and also the prior year ending balance of the old revolving fund closed to the general fund.

### **INVESTMENT INCOME**

The interest rates on short term investments continue to fall. We have increased our reserve investable balances. We have increased our budget estimate this year to \$130,000 from \$75,000 FY 2013 last year. We have collected \$193,752.80 in 12 months of the fiscal year.

### **MISCELLANEOUS RECURRING**

This item is made up primarily of two items Federal items, for both Medicare Part D reimbursements and also Medicaid reimbursements for certain school special education services. This year the state has broken down the Medicaid as a separate category for reporting purposes. The New Medicaid category was budgeted at \$318,680 actual revenue for 12 months is \$416,589 or 130.72% of the budget. The other item is Misc. Recurring is primarily Medicare part D budgeted at 141,320 and collection is \$202,030 which is 142.96% of the budget.

### **MISCELLANEOUS NON-RECURRING**

This item is made up exclusively of a Federal government FEMA reimbursement of a prior year storm reimbursement. We have received \$137,406 through March.

### **TRANSFERS**

This section represents transfers budgeted from the enterprise funds and various special revenue accounts. These funds are generally transferred at the beginning of the fiscal year and this is the reason for the collected rate at being 100%.

**DEPARTMENT EXPENDITURES**

The major positive variances on the expenditure side were the following departments Finance Department \$167,258; Human Resource \$208,790; Police \$176,029; Fire \$148,282; School \$109,095 and DPW \$495,746.

**WATER and SEWER**

FY14, we suffered revenue deficit for Water and Sewer usage fee in amount of \$1.19 million due to the deduction of consumption. We collected actual revenue \$14,580,877.39, vs. \$15,770,741.42 budgeted revenue.

We have increased Water/Sewer rates since 07/01/2014 and are monitoring the consumptions; if necessary we might have to increase rates during 2015 fiscal year.

**GOLF**

Golf revenue was back on track in FY14; we collected \$1,381,020 actual revenue, which is 103.76% of budget. This compares to \$1,335,964 and 96.12% for FY13.

At the aid of transferring \$200,000 from general fund to cover FY13's deficit , Golf's Free Cash turned to \$31,208 in FY14; compares to (\$52,033) of FY13.

Please contact me or Ed Spellman if you have any questions or would like any additional information.

# # 1 4 - 0 6 7

TOWN OF BRAINTREE  
GENERAL FUND REVENUE  
FOR THE 12 MONTHS ENDED 06/30/14

Description	FISCAL YEAR 2014			FISCAL YEAR 2013			
	% of budget	Budget	Actual rev 12 mon	% collected	Budget	Actual rev 12 mon	% collected
Property Taxes	69%	75,969,210.00	76,396,941.18	100.56%	73,402,138.95	73,693,549.78	100.40%
State Aid	17%	19,308,099.00	19,603,868.88	101.53%	18,849,789.00	18,817,109.82	99.83%
Motor Vehicle Excise	4%	4,527,000.00	5,259,260.91	116.18%	4,075,000.00	4,962,068.32	121.77%
Other Excise Hotel/Motel & Boat	1%	1,050,000.00	1,297,527.83	123.57%	750,000.00	1,098,632.64	146.48%
Other Excise Meals Tax	1%	700,000.00	807,740.15	115.39%			
Penalties & Interest	0%	340,000.00	475,876.94	139.96%	340,000.00	381,755.99	112.28%
Payment in Lieu of Taxes	2%	2,230,000.00	1,615,216.17	72.43%	2,230,000.00	2,211,988.27	99.19%
Trash Fee	1%	1,489,000.00	1,483,944.00	99.66%	1,464,000.00	1,495,571.58	102.16%
Fees	1%	950,000.00	1,170,154.41	123.17%	900,000.00	1,000,389.54	111.15%
Rental Building	0%	193,000.00	271,167.48	140.50%	157,000.00	190,325.24	121.23%
School	0%	175,000.00	206,314.32	117.89%			
Department Cemetery	0%	28,000.00	39,650.00	141.61%	28,000.00	39,500.00	141.07%
Other Dept. Revenue	0%	146,000.00	257,637.50	176.46%	131,000.00	147,324.25	112.46%
Licenses and Permits	2%	1,839,950.00	1,516,707.80	82.43%	1,789,950.01	1,849,332.69	103.32%
Fines & Forfeitures	0%	150,000.00	153,379.10	102.25%	100,000.00	174,344.85	174.34%
Investment Income	0%	130,000.00	193,752.80	149.04%	75,000.00	187,815.24	250.42%
Medicaid	0%	318,680.00	416,589.23	130.72%			
Misc.-Recurring	0%	141,320.00	202,030.09	142.96%	410,000.00	784,440.42	191.33%
Misc.- Non-Recurring (FEMA)	0%		137,405.88		-	24,005.44	0.00%
Transfers	1%	884,303.00	1,943,797.00	219.81%	680,984.00	1,933,384.12	283.91%
<b>TOTAL</b>		<b>110,569,562.00</b>	<b>113,448,961.67</b>	<b>102.60%</b>	<b>105,382,861.96</b>	<b>108,991,538.19</b>	<b>103.42%</b>
Water Sewer		15,770,741.42	14,580,877.39	92.46%			
Golf		1,479,006.00	1,539,364.39	104.08%			



RECEIVED TOWN CLERK  
BRAintree, MA  
2014 OCT 30 AM 11:22

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

To: Thomas M. Bowes, President of the Council  
Clerk of the Council  
Town Clerk

Cc: Michael Coughlin, Chief of Staff and Director of Operations  
Edward Spellman, Director of Municipal Finance  
Peter J. Morin, Town Solicitor  
Karen Shanley, Human Resources Director  
Thomas Whalen, DPW Director  
Russell Jenkins, Chief of Police  
Marybeth McGrath, Inspectional Services Director  
James O'Brien, Fire Chief  
Christine Stickney Planning and Development Director

From: Joseph C. Sullivan, Mayor 

Date: October 30, 2014

RE: Supplemental Appropriations FY15

We have recently completed a first quarter review of our FY 2015 budget and expenditure reports. This review included certain operational changes within specific Departments that require funding, and adjustments to the original budget as noted below. We respectfully submit this request for supplemental funds to support the current fiscal year budget and operations.

Please find requests for FY 2015 supplemental appropriations and line item transfers. Accordingly, your review and approval of the following motions are requested:

1. Human Resources – Staff replacement for medical leave.  
**MOTION:** That the sum of \$20,528 be transferred from DPW/ FY 2013/ vehicle-lawnmower account and \$9,472 from the DPW/ FY 2011/ vehicles for a total of \$30,000 be transferred to the Human Resources Department/ Program 01- Administration / Administrative Salaries account.
2. Library – Inadvertent omission of three (3) existing part time positions in FY 15 budget.  
**MOTION:** That the sum of \$9,472 be transferred from the DPW/ FY 2011 capital/ vehicles account, \$4,750 be transferred from the Finance department/ FY 2014 actuarial valuation account and \$28,327 be transferred from the Town's Stabilization Fund for a total of \$ 42,549 be transferred to the Library/ Program 05- Current Topic and Tiles/ Librarian account.

3. DPW - To complete basketball and tennis court refurbishment not covered in 2014 capital budget request.  
**MOTION:** That the sum of \$45,230 be transferred from the Town's Stabilization Fund to the DPW Department/ Program 02- Facilities and Equipment Maintenance / Repair account.
4. DPW - To complete rehab of Highland School playground.  
**MOTION:** That the sum of \$16,000 be transferred from the Town's Stabilization Fund to the DPW Department/ Program 02- Facilities and Equipment Maintenance / Repair account.
5. Municipal Licenses and Inspections – To fund unanticipated building safety and maintenance needs, as well as certain rodent control measures.  
**MOTION:** That the sum of \$74,000 be transferred from the Town's Stabilization Fund to the Municipal Licenses and Inspections Department/ Program 05- Inspections and Code Enforcement / Mitigation account.
6. FIRE - To fund the Town's matching portion (10%) of \$349,000 FEMA Grant for Fire Department protective equipment and breathing apparatus.  
**MOTION:** That the sum of \$34,939 be transferred from the Town's Stabilization Fund to Fire Department FEMA Grant account.
7. FIRE – To fund Fire Department's conversion to Bi-weekly payroll and bring payroll week ending dates current with rest of the Town.  
**MOTION:** That the sum of \$120,674 be transferred from the Town's Stabilization Fund to Fire Department/ salary lines, and 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.
8. Finance - To fund additional copier and copy volume within Town Hall.  
**MOTION:** That the sum of \$11,600 be transferred from the Town's Stabilization Fund to Finance Department/ Program 04 Accounting / photo copier rentals account.
9. Finance – Inadvertently omitted annual increase in IT support for Town computer networks.  
**MOTION:** That the sum of \$25,000 be transferred from the Town's Stabilization Fund to Finance Department/ Program 08 Information Technology / Consultant account.
10. Finance - To fund Reverse 911 Technology for Town and Schools and resolve fiscal year invoice payment.  
**MOTION:** That the sum of \$6,000 be transferred from the Town's Stabilization Fund to Finance Department/ Program 08 Information Technology / Blackboard connect account.

11. Human Resources - To fund additional health insurance costs for higher than expected rates of participation of new employees in schools and fire department positions.  
**MOTION:** That the sum of \$134,234 be transferred from the Town's Stabilization Fund to Human Resources Department/ Program 04 Employee Benefits / Group Life and Medical Line account.
12. Police - To fund equipment and installation costs for transfer of Fire Alarm dispatch to Police Department in order to establish centralized dispatch center for the Town.  
**MOTION:** That the sum of \$141,320 be transferred from the Town's Stabilization Fund the Police Department/ Program 02- Building Maintenance / Equipment Maintenance account.
13. Planning and Development - To fund publicity and promotion of Braintree's participation in Life Science Corridor economic development initiative.  
**MOTION:** That the sum of \$5,000 be transferred from the Town's Stabilization Fund the Planning and Development Department/ Program 07- Economic Development/ Life Science Development account.
14. Planning and Development – To establish and fund Zoning Administrator position to staff and support the ZBA.  
**MOTION:** That the sum of \$35,000 be transferred from the Town's Stabilization Fund the Planning and Development Department/ Program 04- Planning / Zoning Administrator account.
15. Mayor – To fund membership to Metro Mayor's Coalition established by Metro Area Planning Council with communities of Boston, Brookline, Quincy and others.  
**MOTION:** That the sum of \$10,000 be transferred from the Town's Stabilization Fund to the Mayor's Department/ Program 01- Administration / Dues and Memberships account.
16. Mayor – To fund Town of Braintree 375<sup>th</sup> Anniversary Celebration and Events.  
**MOTION:** That the sum of \$50,000 be transferred from the Town's Stabilization Fund to the Mayor's Department / Program 01 – Administration/Anniversary account.
17. Human Resources – To fund the Veterans POW - MIA Chair of Honor installation at Braintree High School.  
**MOTION:** That the sum of \$2,200 be transferred from the Town's Stabilization Fund to the Human Resources Department / Program of Veterans Services / Veterans Benefits Account.
18. Legal – To fund unanticipated outside legal counsel expenses.  
**MOTION:** That the sum of \$35,000 be transferred from the Town's Stabilization Fund to the Legal Services Department / Administration Program 01/ Legal Services Account.

Since these requests involve the appropriation of funds within the fiscal year 2015 budget, advertising and a public hearing is required under the sections 2-9 and 6-7 of the Town Charter.



# Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

Joseph C. Sullivan  
Mayor

781-794-8100

October 31, 2014

To: Thomas Bowes, Council President  
Clerk of the Council  
Town Clerk

From: Joseph C. Sullivan, Mayor

*JCS*

Cc: Robert Cusack, Chairman of the Board of Assessors  
Edward Spellman, Director of Municipal Finance  
Michael Coughlin, Chief of Staff

Re: Tax Rate Classification Motions

RECEIVED TOWN CLERK  
BRAintree, MA  
2014 OCT 31 PM 3:57

This memorandum provides motions for your consideration in determining the Town of Braintree's Fiscal Year 2015 Tax Rate. These motions, the tax classification shift, the small business exemption, the open space exemption and the residential exemption contribute to the setting of the tax rate for the Town.

Under separate cover, dated October 31, 2014, I am forwarding a more detailed analysis of these and other factors to support the tax rate classification. It is my recommendation that the Town Council support these recommendations. Accordingly, your review and consideration of the following motions is requested.

1. To apply the tax rate classification shift.  
**MOTION:** Be it ordained that the Town of Braintree, through the Braintree Council, adopt the recommendation of the Mayor and the Board of Assessors to approve the Classification Tax Rate Shift of 175% to be applied to commercial, industrial and personal property.
2. Re: the small business exemption.  
**MOTION:** To approve the "Small Business Exemption" as recommended by the Mayor and the Board of Assessors in a memorandum to the Town Council dated October 31, 2014, and as filed with the Office of the Town Clerk.

3. Re: the open space discount.

**MOTION:** To continue to adopt the recommendation of the Mayor and the Board of Assessors, as outlined in a memorandum to the Town Council dated October 31, 2014, and as filed with the Office of the Town Clerk, to decline the “Open Space” discount.

4. Re: the residential exemption.

**MOTION:** To continue to adopt the recommendation of the Mayor and the Board of Assessors, as outlined in a memorandum dated October 31, 2014, and as filed with the Office of the Town Clerk, to decline the adoption of the “Residential Exemption.”



#14-070

*Recommendations*

# Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

Joseph C. Sullivan  
Mayor

781-794-8100

TO: Thomas Bowes, Council President  
Town Council

CC: Joseph C. Sullivan, Mayor *JCS*

FROM: Michael Coughlin, Chief of Staff  
Robert Cusack, Chairman of the Board of Assessors

RE: Recommendations for the FY2015 Tax Rate

DATE: 10/31/14

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 NOV -5 PM 4:40

This memo will provide an explanation of the recommended tax rate for fiscal year 2015. The relevant spread sheets sent electronically and prepared by Ed Spellman, Director of Municipal Finance will explain the estimated residential and commercial tax rates and the projected impacts on residential and commercial property owners.

## The Tax Classification "Shift"

The Town of Braintree has just completed our full revaluation as mandated by the Department of Revenue to be accomplished every three years. These values represent the full and fair cash value of all properties as of January 1, 2014 using market conditions from calendar year 2013. From there each municipality has the option of "shifting" an excess portion of the tax burden onto the commercial properties in town to alleviate some of the residential burden according to MGL Chapter 40, Section 56. The majority of municipalities in Massachusetts have a single unified tax rate for both residential and commercial properties. Braintree first adopted a shift in 1986.

The spread sheet provided electronically shows the total value of property sorted by classification (residential, commercial industrial and personal) and the number of parcels in each class. A mean average value is derived by dividing the total value of each class by the number of parcels in each class. The chart also shows the impact of the 175% shift the town has adopted on the tax bills of property owners. With no rate shift, the average residential home valued at \$364,642 would pay a bill of \$5,174. Adopting a 175% shift yields a bill of \$4,036 on the same property. Therefore, adopting the shift reduces the average fiscal year 2014 single family residential tax bill by \$1137.

Since the Town of Braintree chose to take advantage of "Chapter 3 of the Acts of 2004" which temporarily allowed an even higher shift onto commercial properties for the fiscal years 2004 through 2008, the highest allowable shift this year will again be 175%.

It is the recommendation of the Board of Assessors and the Mayor that the Town of Braintree maintain the current residential shift. Mindful, of the moderate economic recovery in our state, it remains prudent to continue to provide a measure of property tax relief through tax classification.

Adoption of the shift will result in the lower estimated tax rate of \$11.07 per thousand dollars of residential value compared to the \$11.42 per thousand rate from last year. The mean average residential property value (derived by taking the total value of all residential property and dividing by the number of residential parcels) is approximately \$364,642 (up from \$335,914 last year). Applying the proposed tax rate of \$11.07 to this property value would yield an estimated annual tax bill of \$4,036. This is \$984 less than the FY14 State average tax bill of \$5,020 positioning Braintree in the lower half of residential tax assessments in the State. It should also be noted that if Braintree did not use tax classification to provide residents relief, the single rate would be \$14.19. Last year's average residential bill was \$3,836. The projected average annual adjustment in residential tax bills is \$199.70.

### **Residential and Commercial Values**

There has been a market increase of 8.5% in all residential values this year in comparison with fiscal 2014. The mean average residential value has increased from \$335,914 to \$364,642. This includes all types of residential property. The average single-family home increased in value from \$346,739 to \$378,082 the previous fiscal year.

For the third consecutive year, commercial and industrial property experienced an increase in value (approximately 6.5%). The combined value of the commercial and industrial property classes increased by more than \$65 million. The projected commercial and industrial rate is \$24.95 down from \$26.06.

This change in value of different classes of property slightly increases the residential portion of the overall tax burden which in turn slightly decreases the favorable impact of the tax shift.

It is worth noting that since the inception of Braintree's new form of government, according to the Massachusetts Department of Revenue the average annual increase in single family property tax bills has been \$118.70. By comparison the average annual increase on the same class of property under the old form of government in the four years prior to the change was \$143.25.

### **Small Business Exemption**

The Board of Assessors and the Mayor would request that you renew the adoption of the small business exemption. This exemption reduces the property tax burden for commercial properties employing less than ten people whose assessed value is less than \$1 million. Small businesses play an important role in our community and our economy as a whole.

### **Open Space Discount**

Municipalities are allowed to discount the value of properties classified as open space by 25 per cent of its value. The Town of Braintree has no property that falls under the open space classification, so the question of whether or not to adopt a discount is moot. However, as a formality it is requested that the Town Council formally vote to decline to adopt an open space discount.

### **Residential Exemption**

The Town may adopt a residential exemption for all residential properties that are the principal residence of the taxpayer. The exempted value may not exceed 20 percent of the average assessed value of all residential properties.

Adopting the residential exemption increases the residential tax rate. The amount of the tax levy paid on residential properties remains the same, but because of the exempted valuation, it is distributed over less assessed value. This would result in a reduction in the taxes paid by residents in low or moderate value homes and increased bills for owners of high value homes, rental properties or vacation homes.

The Assessors recommend not adopting this exemption. The residential exemption requires careful study prior to implementation. The impact of the increased residential rate, the appropriate percentage of value to be exempted and amount of relief it would actually provide to the average resident need to be clearly identified. The majority of communities that have adopted this exemption have high value vacation or rental properties that bear the additional tax burden. Such properties are not found in Braintree.

Moreover, the adoption of a residential exemption would create additional administrative burden. There are currently 11,937 residential parcels in the town. Each parcel would be subject to an eligibility review. The increased tax burden on higher value homes and rental properties would inevitably result in increased applications for abatements.

#14-071



**TOWN OF BRAintree  
OFFICE OF THE MAYOR**

One JFK Memorial Drive  
Braintree, Massachusetts 02184  
Tel: 781-794-8145

Joseph C. Sullivan  
*Mayor*

RECEIVED TOWN CLERK  
BRAintree, MA  
2014 NOV 10 PM 1:28

To: Thomas M. Bowes, Council President  
From: Joseph C. Sullivan, Mayor *JCS*  
Date: October 3, 2014  
Re: ASSISTANT HARBORMASTER APPOINTMENT

Attached please find a cover letter and resume with regard to Gary Roden. I have known Gary Roden for many years through Braintree basketball and he is a very qualified individual. This week I met with Gary specifically for this purpose and I am confident that he will serve the Town well and I recommend his appointment as the Assistant Harbormaster for the Town of Braintree.

cc: Jim Casey, Town Clerk  
Sue Cimino, Clerk of the Council  
Richard McDermott, Harbormaster



Office of the Harbormaster

One JFK Memorial Drive  
Braintree, Massachusetts 02184  
781-843-8601

Joseph C. Sullivan  
Mayor

Richard F. McDermott  
Harbormaster

SEPT. 25, 2014

MAYOR JOSEPH SULLIVAN

Re: ASSISTANT HARBOURMASTER APPOINTMENT

DEAR MAYOR SULLIVAN,

PLEASE FIND ATTACHED QUALIFICATIONS OF  
MR. GARY RODEH, 15 ARDMORE ST. BRAINTREE, MA.

I AM WRITING TO RECOMMEND THE APPOINTMENT OF  
GARY RODEH TO THE VACANT POSITION OF ASSISTANT HARBOURMASTER.

I HAVE KNOWN GARY AS A MEMBER OF BRAINTREE  
YACHT CLUB AND HAS MANY YEARS OF BOATING EXPERIENCE.

I AM ASKING THAT HIS APPOINTMENT BE ACCOMPLISHED  
AS SOON AS POSSIBLE.

AT YOUR CONVENIENCE, I AM AVAILABLE TO DISCUSS  
THIS APPOINTMENT IN GREATER DETAIL IF NECESSARY.

VERY TRULY YOURS  
Richard F. McDermott  
HARBORMASTER

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 NOV 10 PM 1:28

RECEIVED TOWN CLERK  
BRAINTREE, MA

**Gary Roden**  
15 Ardmore Street  
Braintree, MA 02184  
781-849-0649 (Home)

2014 NOV 10 PM 1:28

**Summary:**

36 years of experience within the MA Department of Correction. 26 years of managerial/leadership experience. Experience in both Secure and Community Correction facilities, along with Central Office divisions.

**Work History:****Oct. 2008-March 2014: Superintendent, MCI-Norfolk, MA Dept. of Correction**

Chief Administrative Officer of an accredited 1,590 bed medium security facility for male offenders and approximately 479 staff. Responsibilities include the overall planning, organization, direction and supervision; ensuring compliance with applicable Department of Correction, Department of Public Health, and American Correctional Association rules, regulations and standards. Determines the facility's policies by analyzing all pertinent issues and information, assessing the impact of proposed policy on the provision of services to clients, consumers, or the general public, and determining the resources necessary to implement such policy in order to ensure the efficient and effective provision of services. Directs, reviews, and approves the preparation of the facility's annual and supplemental budget requests by determining priorities among requests from supporting staff and explaining the institutional needs for additional resources to appropriate parties such as the Governor, Cabinet Secretary, or higher level officials and legislature in order to obtain the resources necessary to implement programs.

**April 2007-Oct. 2008: Superintendent, North Central Correctional Institution, MA Dept. of Correction**

Chief Administrative Officer of an accredited 1,063 bed medium security facility and 30 bed minimum security facility for male offenders and approximately 360 staff. Responsibilities include the overall planning, organization, direction and supervision; ensuring compliance with applicable Department of Correction, Department of Public Health, and American Correctional Association rules, regulations and standards. Determines the facility's policies by analyzing all pertinent issues and information, assessing the impact of proposed policy on the provision of services to clients, consumers, or the general public, and determining the resources necessary to implement such policy in order to ensure the

efficient and effective provision of services. Directs, reviews, and approves the preparation of the facility's annual and supplemental budget requests by determining priorities among requests from supporting staff and explaining the institutional needs for additional resources to appropriate parties such as the Governor, Cabinet Secretary, or higher level officials and legislature in order to obtain the resources necessary to implement programs.

**2004-April 2007: Deputy Superintendent of Operations, MCI-Concord, MA Dept. of Correction**

Assists Superintendent in the overall planning and organizing of MCI-Concord, which is the reception center for the Department of Correction. MCI-Concord houses approximately 1,400 inmates, 362 security personnel and approximately 200 non-security/contractor employees. Responsibilities include direct supervision and management of daily operations including security, care, custody, supervision, and management of personnel and supervision of the inmate population. Managed budget allocation for responsible areas. Acts as Superintendent in his/her absence. Makes recommendations to the Superintendent on policy, procedure and long range planning, ensuring that all DOC, DPH, and ACA rules and regulations and standards are followed. Establishes policy and procedure in accordance with all applicable rules, regulations and laws. Assists in the implementation of plans for emergencies and major institution disorders. Direct management of security staff and operations, plant maintenance, power plant and food services. Assists in the protection of the public through strict inmate accountability and ensuring inmate availability to programs and services that will efficiently and effectively return the offender to society with sufficient skills and resources.

**2000-2004: Inmate Management System Project Manager, MA Dept. of Correction**

Responsibility and authority for the day to day planning, oversight, and implementation of the Department's Inmate Management database being deployed into all facilities and utilized by over 5,000 employees. Responsible for the management and monitoring of integrated work plans. Liaison to vendor staff responsible for the development of the database. Acts as a point person to Division Heads and Superintendents in relationship to the implementation of IMS into their facilities/divisions. Works with and monitors the performance of staff responsible for the development, conversion, infrastructure and training of the database to ensure that strict deadlines are met. Reports regularly to the Executive Staff regarding status of the project.

**1999-2000: Deputy Superintendent of Operations/Programs, Bay State Correctional Center, MA Dept. of Correction**

Assists the Superintendent in the overall planning and organizing of the institution programs and services. Direct management of institution Classification and Treatment Division's services and programs including direct supervision and management of daily operations including security, care, custody, supervision and management of personnel and the supervision of the inmate population. Manage budget allocations for responsible areas. Acts as Superintendent in his/her absence. Makes recommendations to Superintendent on policy, procedure and long range planning. Assists in the protection of the public through strict inmate accountability and ensuring inmate availability to programs and services that will efficiently and effectively return the offender to society with sufficient skills and resources.

**1997-1999 Deputy Superintendent of Operations, Southeastern Correctional Center, MA Dept. of Correction**

Assists Superintendent in the overall planning and organizing of the institution. Direct supervision and management of daily operations including security, care, custody, supervision and management of personnel and the supervision of the inmate population. Acts as Superintendent in his/her absence. Makes recommendations to Superintendent on policy, procedure and long range planning ensuring that all DOC, DPH and ACA regulations and standards are followed. Establish policy and procedure in accordance with all applicable rules, regulations, and laws. Assists in the implementation of plans for emergencies and major institution disorders. Direct management of security staff, operations, plant maintenance, power plant and food services. Assists in the protection of the public through strict inmate accountability and ensuring inmate availability to programs and services that will efficiently and effectively return the offender to society with sufficient skills and resources.

**1992-1997 Director of Policy Development and Compliance Unit, MA Dept. of Correction**

Responsible to plan, organize, staff, and direct all Department of Correction and County audits for policy and standards compliance. Direct and supervise all of the Department of Correction standards implementation on accreditation activities. Provided technical assistance, training and planning with Department Senior Managers, County Correctional Administrators, DOC Superintendents, and other departmental managers in the development and implementation of policies and procedures, and programs to achieve compliance with statutory

regulations and appropriate standards and regulations as issued by the Department of Correction and the American Correctional Association. Adherence to these regulations provided improved and efficient management practices in all correctional institutions and assisted the Department of Correction in meeting its mission of protecting the public while operating safe and humane facilities. As the Department's American Correctional Association Manager, provided oversight to the successful accreditation of 80% of its institutions and the initial accreditation of Central Office.

**1987-1992 Unit Manager, Southeastern Correctional Center, Old Colony Correctional Center, MA Dept. of Correction**

Managed the daily operations of correctional units varying in size from 200-500 inmates. Responsibilities included all matters pertaining to case management, security, programs, safety, sanitation, and applicable aspects of unit financial management. Served as an ongoing advisor to the Administration on inmate management and programs. Specialized units, included: orientation, special management, and substance abuse program units.

**1985-1987 Correction Program Officer III, MCI-Concord, MA Dept. of Correction**

Supervised a staff of eight Correction Program Officers. Responsible for the training, development and daily supervision of classification staff. Administered and monitored case distribution systems. Scheduled and monitored the classification process to ensure compliance with applicable standards and policies. Served in the position of Classification Chairperson who was responsible to make recommendations for the placement and programming of the inmate population. Served as the inmate work assignment officer. Acted for the Deputy of Classification in his absence.

**1977-1985 Counselor/Counselor II, MCI-Shirley, MA Dept. of Correction**

Responsible for the case management of 50-100 inmates within a community correctional facility. Assisted in the identification, implementation, and maintenance of inmate program participation. Acted as a primary counseling and referral source in matters pertaining to education, vocation, employment and family issues. Prepared and presented cases for inmate classification boards. Provided security functions as needed. Acted for the Director of Classification in his absence.

**Education:** 1976 – BA in Elementary Education from the State University of New York at Plattsburgh. Graduated Cum Laude.

2011 – Graduate of the Commonwealth of MA Management Certificate Program.

Certified American Correctional Association Auditor.

OPERATION TASKS

Security Related

Appellate Authority of Inmate Mail

14 072

The following item is on the Agenda for Town Council Meeting on Tuesday, November 18, 2014.

The information on the item was not delivered at this point. If information is not available by meeting time this item will be taken off the Agenda.

**14 072 Mayor: Possible Town Land Sale or take up any action relative thereto**