

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 -

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

#### PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

#### CORRESPONDENCE

#### ANNOUNCEMENTS

- 060 14 Council President: Recognition – Ann Toland

#### APPROVAL OF MINUTES

- September 16, 2014

#### CITIZEN CONCERNS/COUNCIL RESPONSE

- 071 14 Council President: Discussion - Contracts Expiring for Town Auditor/Outside Auditor

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

- 046 14 Town Clerk: Massachusetts Town Clerk's Association Conference Report

#### OLD BUSINESS

- 14 058 Mayor: Appointment – Crystal Evans to the Commission on Disabilities or take up any action relative thereto

#### NEW BUSINESS

- 14 062 Town Clerk: Call of the Election, November 4, 2014 or take up any action relative thereto (**SAME NIGHT ACTION REQUIRED**)

#### Refer to Committee on Ways & Means

- 14 059 Mayor: Funding Request for Community Preservation Project – Hollingsworth Playground or take up any action relative thereto
- 14 060 Mayor: Funding Request for Community Preservation Project – Elm Street Cemetery or take up any action relative thereto

**Refer to Committee on Department of Public Works**

- 14 063 National Grid: Petition - Sycamore Road or take up any action relative thereto

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

**UPCOMING MEETINGS:**

Committee on Public Works - **OCTOBER 21, 2014 @ 6:30pm**

Committee on Ways & Means - **OCTOBER 21, 2014 @ 7:00pm**

COUNCIL - **OCTOBER 21, 2014 @ 7:30pm**

**ADJOURNMENT**



# Braintree Town Council In Recognition of

# Ann Toland

*Braintree Town Council recognizes Ann Toland, Director of the Marge Crispin Center for her continued dedication and support of the people in need in the Braintree Community and extends it's best wishes and sincere appreciation for all you do that benefit the Town of Braintree and it's citizens.*

*Thomas M. Bowes*

Thomas M. Bowes  
President/District 3

*Sean E. Powers*

Sean E. Powers  
Vice-President/At-Large

*Charles C. Kokoros*

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*John C. Mullaney*

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*Stephen C. O'Brien*

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*Charles B. Ryan*

Charles B. Ryan  
At-Large

*Michael J. Owens*

Michael J. Owens  
District 5

*Paul Dan Clifford*

Paul "Dan" Clifford  
District 6



Mayor Joseph C. Sullivan  
invites you to

# Braintree's 6<sup>th</sup> Annual Haunted Hayride

## Friday, October 24<sup>th</sup>, 2014

**BRAINTREE MUNICIPAL GOLF COURSE**

101 Jefferson Street

6:30pm - 9:30pm

Postponement Hotline (781) 843-6513 EXT. 2

(RAIN DATE: Saturday, October 25<sup>th</sup> – same time)

Cost: Adults \$10.00 - Children \$6.00 (Age 3 and under – free)

**Only Braintree Residents** may purchase tickets Sept 24th thru October 8<sup>th</sup>

**“Cash Only-NO CHECKS”**

APPROXIMATE RIDE DEPARTURE TIMES WILL BE LISTED ON EACH TICKET

*“Creepy Creatures Come Out at Night on the Golf Course”*

*Come See, if you DARE!*

All kids must be accompanied by an adult on this *scary* ride.

Food Concession Stand will be open for business.

Heated Clubhouse w/ Restrooms will be open to the public.

Tickets may be pre-purchased (no phone orders) at:

The Braintree Recreation Office

85 Quincy Ave, Braintree, MA (Hours 9:00am – 4:00pm)

For more information call: (781) 794-8901

This ride will be limited to the first **500** tickets sold

This Event is co-sponsored by The Braintree Municipal Golf Course and the Mayor's Office.



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District 6

## OFFICE OF THE TOWN COUNCIL

### September 16, 2014

## MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, September 16, 2014 beginning at 7:30p.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  
Shannon Hume  
Stephen O'Brien  
Michael Owens  
Paul Dan Clifford  
Charles Kokoros  
John Mullaney  
Charles Ryan

Others: Dennis Regan, National Grid  
Tom Whalen, DPW Director

### **CORRESPONDENCE**

None

### **ANNOUNCEMENTS**

- 061 14 Councilor Clifford: Ground Breaking – Fallen Heroes Memorial at New Seaport Square Park
- 063 14 Councilor Powers: Heritage Day Farm to Table September 20<sup>th</sup>
- 068 14 Councilor Ryan: Lincoln Park Cleanup (9 AM -Noon on October 4th, at Hobart St.)
- 069 14 Council President: Recognition – Baseball Champs (10yr olds/Junior Legion)
- 070 14 Councilor Powers: POW/MIA Honor Chair – September 28@3pm Town Hall

Council President Bowes called a 5-minute recess at 7:53pm and called the meeting back to order at 7:58pm.

## **APPROVAL OF MINUTES**

- September 2, 2014

**Motion:** by Councilor Powers to approve

**Second:** by Councilor Kokoros

**Discussion:** Councilor Clifford stated “I want to Amend Minutes as per copy provided to all members”. Amendment on page 6, paragraph 3, line 3 stating: Our job is to mitigate residents concerns for a smooth transition into the neighborhood.

**Motion:** by Councilor Powers to Amend as stated

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0)

**Motion:** by Councilor Powers to approve Minutes as Amended

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0)

## **CITIZEN CONCERNS/COUNCIL RESPONSE**

None

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

None

## **OLD BUSINESS**

- **14 057 National Grid: Petition – Bower Road or take up any action relative thereto**

Council President Bowes referred to Councilor Ryan for Committee on Public Works recommendation. Councilor Ryan, Chairman of the Committee on the Department of Public Works, stated the committee has recommended favorable action with staff recommendations.

Councilor Owens left the Council Chambers at 8:17pm to return at 8:19pm.

Councilor Powers read the specifics of the petition as well as staff recommendations: **To install and maintain approximately 240 feet, more or less of 4 inch gas main in Bower Road, Braintree. From the existing 3 inch main in Commercial Street southerly to the intersection of Rogers Circle, in order to provide new gas service to houses #102 and #115 Bower Road and #4 Rogers Circle.**

**BELD:** Engineering has reviewed petition #14 057 and has no underground utility conflicts within the proposed scope of work.

**DPW:** These sections of Commercial Street and Bower Road are not under moratorium and no Town construction is pending this year. Bower Road is scheduled to be resurfaced next year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

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

Council President asked Tom Whalen, DPW Director what was the reason of the additional DPW memo/staff recommendations. Tom Whalen replied all road closures need to come from himself or Stephen J. O'Brien. Contractors or sub-contractors are not allowed to close roads on their own.

Councilor Clifford asked Tom Whalen what is your thought to extend the current Moratorium to 7 or 10 years. Tom Whalen replied it would be nice because it seems once 5 years passed they want the roads open.

Tom Whalen noted proper signs will be up if roads need to be closed.

**Motion:** by Councilor Ryan for favorable action with staff recommendations

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0)

## **NEW BUSINESS**

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

- 14 058 Appointment – Crystal Evans to the Commission on Disabilities

Motion by Councilor Powers to refer Order 14 058 to the Committee on Ways & Means.

**Motion:** by Councilor Powers to refer Order 14 058 to committee

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0)

## **ADJOURNMENT**

It was unanimously voted to adjourn the meeting at 8:34p.m.

Respectfully submitted,  
Susan M. Cimino  
Clerk of the Council

## **Documents provided for Meeting**

- September 2, 2014 Council Minutes
- September 2, 2014 Council Minutes Page 6 Revision
- 061 14 Councilor Clifford: Ground Breaking – Fallen Heroes Memorial at New Seaport Square Park
- 063 14 Councilor Powers: Heritage Day Farm to Table September 20<sup>th</sup>
- 069 14 Council President: Recognition – Baseball Champs (10yr olds/Junior Legion)
- Memo DPW – additional staff recommendations to National Grid Petitions
- 14 057 National Grid: Petition – Bower Road
- 14 058 Appointment – Crystal Evans to the Commission on Disabilities

**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.

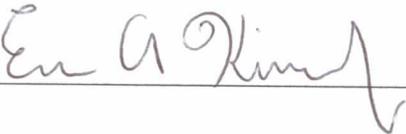
**XVII. CERTIFICATION OF TAX COMPLIANCE**

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

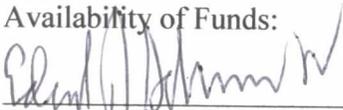
For the Town of Braintree,  
By its Town Council President,

  
\_\_\_\_\_

**Charles C. Kokoros**

Date: 3-27-12

Approved as to  
Availability of Funds:

  
\_\_\_\_\_

Town Accountant

Approved as to form:

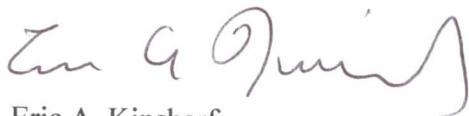
  
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Town Solicitor

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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



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:

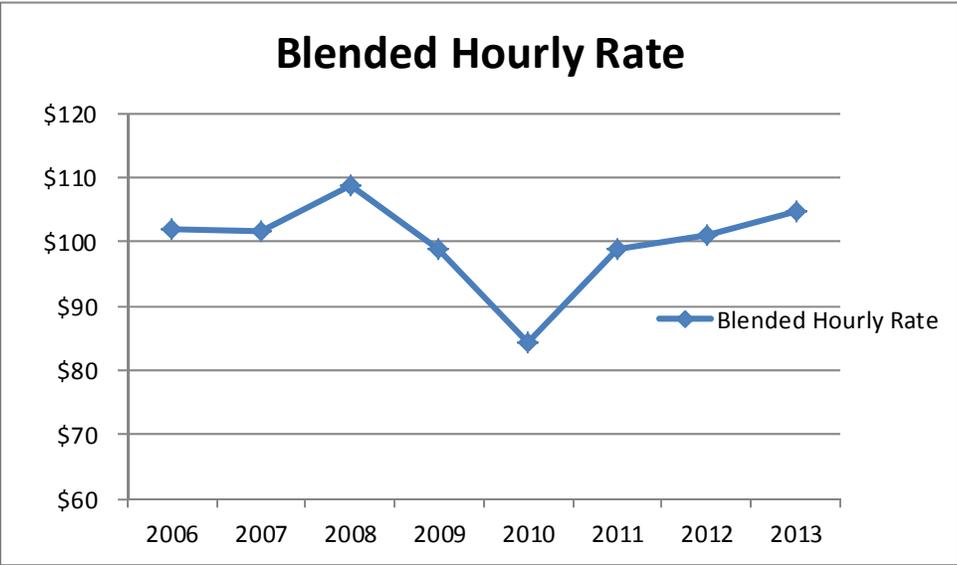
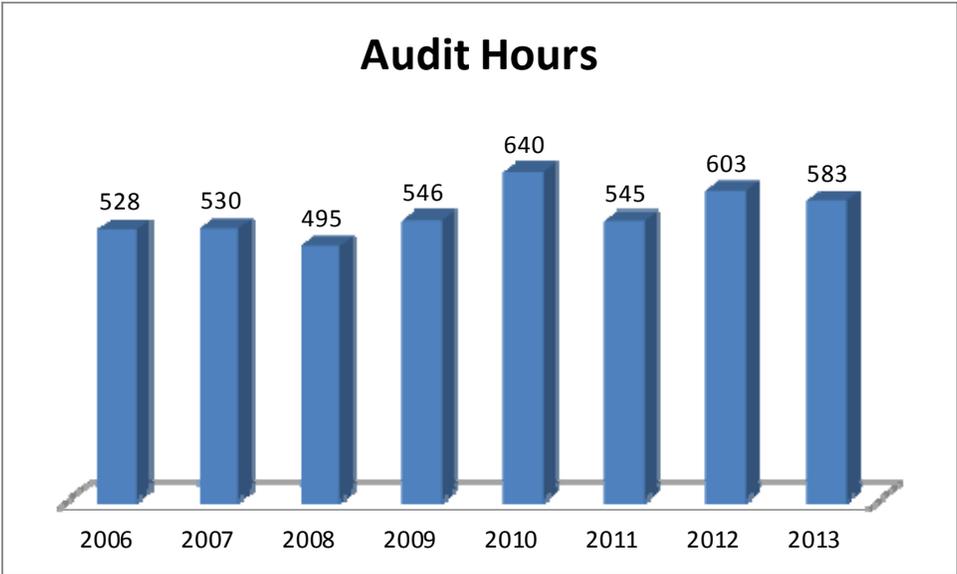
We appreciate the opportunity to submit this review and proposal to render independent financial audit services to the Town of Braintree for the fiscal years ending June 30, 2015 through 2017.

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.

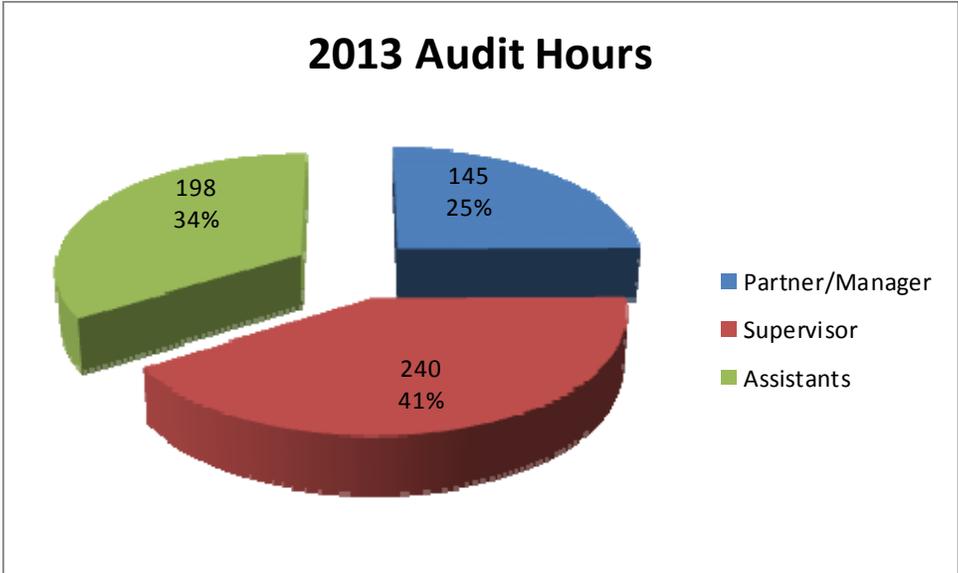
Powers & Sullivan, LLC has been serving as the Town's independent audit firm for many years. In the most recent audit contract the Town's "Specifications for Independent Financial Audit Services" solicited proposals for the annual audit of the Town's Comprehensive Annual Report (CAFR) for the years 2012 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

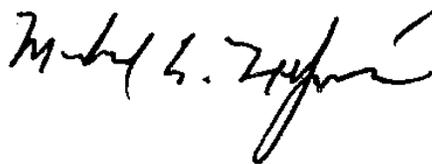
We submit this proposal with the anticipation that our qualifications will allow us to continue as your auditor. Should you need clarification on any of the information in this proposal, we would be pleased to meet with you to discuss any item. This proposal will remain in effect for 90 days without 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'.

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**

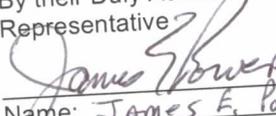
Failure of Powers & Sullivan, LLC to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue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

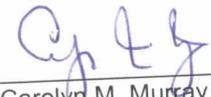
For Powers & Sullivan, LLC  
By their Duly Authorized  
Representative

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

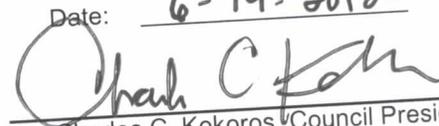
Approved as to Available Funds:

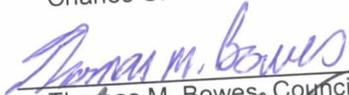
  
Edward Spellman  
Director of Municipal Finance  
111 601-5300

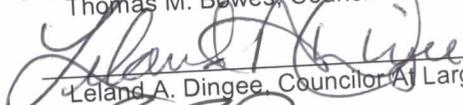
Approved as to form:

  
Carolyn M. Murray  
Town Solicitor  
11/25/12

For the Town of Braintree,

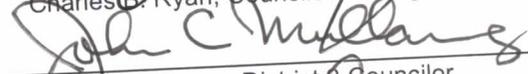
Date: 6-19-2012  
  
Charles C. Kokoros, Council President

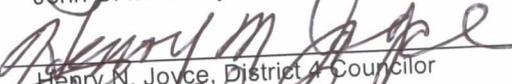
  
Thomas M. Bowes, Council Vice President

  
Leland A. Dingee, Councilor At Large

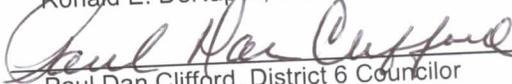
  
Sean E. Powers, Councilor At Large

  
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

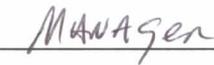
Certificate of Authorization

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

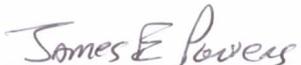
  
\_\_\_\_\_

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.

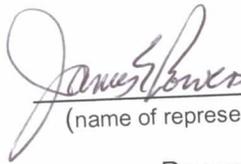
  
\_\_\_\_\_  
(name of person signing bid or proposal)

  
\_\_\_\_\_  
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

# **INTRODUCTION TO LIQUOR ENFORCEMENT**

**AND**

## **DETECTING COUNTERFEIT ID'S**

**September 24, 2014**

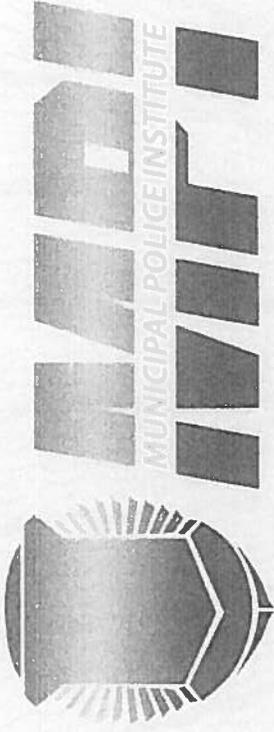
### **Course Review**

Course provided an overview of Massachusetts General Laws governing Chapter 138 Alcoholic Liquors with a detailed review of the various types of liquor licenses and the requirements for each, a review of ABCC Regulations 204 CMR, Section 14 on "One Day Licenses Operations", compliance issues, development of local licensing regulations and discipline policy, conducting local licensing board violation hearings and application investigations, appointing Police Officers as "Agents of the Local Licensing Board", guidelines for conducting sting operations and methods in detecting counterfeit ID's.

The course provided insight towards the preparation prior to and during conducting liquor license violation hearings, development of sound local licensing regulations and allows me the opportunity to train office staff in detecting counterfeit ID's before issuing vital records which require proper identification before issuing.

A certificate was received from the Municipal Police Institute that certified I have attended this course on the Introduction Liquor Enforcement and Detecting Counterfeit ID's however, the course does not lend itself towards educational credits.

Costs for attending this course were estimated to be \$339.00; \$169.00 Course Registration, \$170.00 Travel Costs. Actual costs were \$322.10 with reduction due to lower travel costs.



certifies that

***James Casey***  
***Chairman, Licensing Commission***  
***Braintree Police Department***

attended

**Intro to Liquor Enforcement and  
Detecting Counterfeit IDs  
September 24, 2014**

Chief Peter F. Roddy (Ret.)  
Executive Director

***Peter F Roddy***

James B. Staples, Instructor  
JBS Professional Services, LLC

***James B. Staples***

**ADDENDUM A  
REQUEST FOR TRAVEL EXPENSE APPROVAL**

REQUESTOR: James M. Casey

DEPARTMENT: Town Clerk

DATE OF MEETING OR CONFERENCE: September 17, 2014

- 1) Name and Description of Conference Intro to Liquor Enforcement and Detecting Counterfeit ID's
- 2) Agenda or course description See attached Program Overview
- 3) Number of days for conference 1
- 4) Relativity to job function Licensing Commission – MGL Chapter 138 Liquor Licensing
- 5) Expected value to Council member or employee including continuing education credits  
Overview of MGL 138, Local Licensing board Issues, Enforcement Operations and Detecting Counterfeit Identification in advance of annual liquor licensing approvals (December).
- 6) Expected value to the Individual and Town expressed both quantitatively and qualitatively Gain insight into the role of a member of the Licensing Commission with emphasis on liquor licensing issues.
- 7) Number of days out of the office due to conference and meeting travel 1
  - a) Meeting Cost \$ 169.00 (Conference Registration)
  - b) Travel Cost \$ 170.00 (estimated)
  - c) Lodging Cost \$ 0.00 (lodging and meals)
  - d) Total Cost \$ 339.00 (+/-)
  - e) Comparable costs showing the most economical choice is presented for pre-approval n/a

  
\_\_\_\_\_  
Authorized Signature (Requestor)

\_\_\_\_\_  
Town Council President certifying favorable vote

Approval date \_\_\_\_\_

**Casey, Jim M.**

---

**From:** Jenkins, Russ  
**Sent:** Tuesday, August 12, 2014 1:51 PM  
**To:** Casey, Jim M.; Morin, Peter  
**Subject:** Fwd: Liquor / Counterfeit ID's - 2 Locations

In case you're interested.

Sent from my iPhone

Begin forwarded message:

**From:** "Municipal Police Institute, Inc." <[dawn@mpitraining.com](mailto:dawn@mpitraining.com)>  
**Date:** August 12, 2014 at 10:45:05 AM EDT  
**To:** <[rjenkins@braintreema.gov](mailto:rjenkins@braintreema.gov)>  
**Subject:** Liquor / Counterfeit ID's - 2 Locations  
**Reply-To:** <[dawn@mpitraining.com](mailto:dawn@mpitraining.com)>

**LIQUOR ENFORCEMENT**

**SAFE ID CHECK**

**» Intro to Liquor Enforcement and Detecting Counterfeit ID's**

**Chapter 138 - General Overview**  
Types of liquor licenses and the requirements for each,  
Section 12, Section 14 and Section 15

Review of ABCC Regulations 204 CMR

Section 14 "One Day License Operations" compliance issues

## Local Licensing Board Issues

Developing local licensing regulations and discipline policy

Conducting local licensing board violation hearings and application investigations

Appointing Police Officers as "Agents of the LLB"

## Conducting Enforcement Operations

### **PREMISE INVESTIGATIONS - (licensed and unlicensed operations)**

Developing policy & procedures for conducting investigations and patrol observation issues

### **STING OPERATIONS - SHOULDER TAPS**

Law Enforcement use of underage operatives to insure licensed premises are properly requesting identification

### **COPS N SHOPS - REVERSE STINGS**

Law Enforcement working with licensed premises in deterring underage persons procuring alcoholic beverages

### **LAST CALL OPERATIONS**

Chapter 138 Section 69 the sale/deliver of alcoholic beverages to an intoxicated person

## Detecting Counterfeit Identification

Current forms of counterfeit ID in use, including [IDChief.com](http://IDChief.com) fakes, with hands on use of equipment to detect them

Review new licenses in circulation and the new "Green Card"

---

## CLASS INFO

### **GRAFTON PD**

#### [REGISTER NOW](#)

28 Providence Road

Grafton, MA

September 8th, 2014

9:00am - 3:00pm

[map and directions](#)



# Office of the Mayor

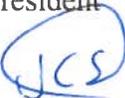
One JFK Memorial Drive  
Braintree, Massachusetts 02184

Joseph C. Sullivan  
Mayor

781-794-8100

September 2, 2014

To: Thomas M. Bowes, Council President

From: Joseph C. Sullivan, Mayor 

Re: Appointment to Commission on Disabilities

Cc: Town Council  
Clerk of the Council  
Town Clerk  
Barbara Tennison, Chairwoman, Commission on Disabilities

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 SEP -3 PM 12:16

Pursuant to the authority granted to me by section 3-3 of the Town of Braintree Charter I hereby appoint Crystal Evans of 15 Hall Avenue to the Commission on Disabilities.

Attached, please find Ms. Evans' resume.

# CRYSTAL EVANS

August 1, 2014  
Mayor Joe Sullivan  
Braintree Town Hall  
1 John F. Kennedy Memorial Drive  
Braintree, MA 02184

Dear Mayor Sullivan,

My name is Crystal Evans, and I have been a resident of Braintree for 2 years.

I have been attending the Commission on Disability Meetings for the past 3 months, and I would like to be appointed to the board.

Attached is my resume. You can contact me at 617-606-0098

Sincerely yours,



Crystal Evans

# CRYSTAL EVANS

15 Hall Ave  
Braintree, MA  
617-606-0098  
[empowerenergy@me.com](mailto:empowerenergy@me.com)

## Who I am:

I am a creative, self-motivated small business owner, living in South Braintree Square. I'm an active wheelchair user and mother to a 4-year-old daughter.

## What I can contribute:

As a member of the Commission on Disability for Braintree, I can offer my first-hand experience as a wheelchair user for the past 9 years, as well as perspective as a parent of a child with a disability.

I'm also well-connected in the Boston-area disability community and have a lot of knowledge on various disability issues and I'm resourceful.

I love organizing events & fundraisers, and I have excellent problem-solving skills!

## What I've done:

### **CONSULTANT, ACCESSIBLE ICON PROJECT, 2013-2014**

Working to provoke discussion on how we view disabilities and people with disabilities culturally by changing the International Symbol of Access to an active, engaged image. I've been involved with media coverage of the campaign, as well as working with others on the team tabling at events, and planning meetings at Triangle, Inc.

### **SYSTEM ACCESSIBILITY TESTER, MBTA, 2011**

Worked for the MBTAs Systemwide Accessibility Department testing the trains, buses & commuter rails looking for flaws in the system and improving accessibility.

### **OWNER, LITTLE FREE RADICAL, 2010-PRESENT**

I own my own business selling handmade toys, kids room decor & party supplies. I've had about 4,000 customers in 40 countries, and have had my work featured in magazines. I also designed my own wheelchair-accessible studio.

### **NURSING ASSISTANT 2001-2003**

► **Concord Hospital (2002-2003)** I worked on an inpatient Pediatric Unit as a nursing assistant

► **Holland Glenn - (2001-2002)** I worked in a group home with 50 kids with severe disabilities such as fetal alcohol syndrome, shaken baby syndrome, cerebral palsy, down syndrome, muscular dystrophy, and mitochondrial disease.

### **PHARMACY TECHNICIAN, OSCO DRUG, 1997-2001**

I worked as a pharmacy technician.

## Where I've Volunteered

**United Mitochondrial Disease Foundation (2009-2012)** - I volunteered on the board for the UMDF and helped organize several events including fundraisers and patient education days.

### **Ronald McDonald House Boston (2003-2005)**

**Children's Hospital Boston (2003-2005)** - pre-op clinic volunteer

**Make-A-Wish Foundation of NH (1997-2000)** - organized several fundraisers to sponsor a child's wish.

## What I've Studied

Hesser College - Medical Assisting (2000-2001)

Harvard University - Writing Program (2003-2004)

Lesley University - Environmental Science & Health (2009-2010)

Harvard Summer School - Genetics & Molecular Biology (2010)

#14-062

**James M. Casey**  
Town Clerk  
jmcasey@braintreema.gov  
(781) 794-8202



**Debra J. Starr**  
Assistant Town Clerk  
dhelbig@braintreema.gov  
(781) 794-8244

## OFFICE OF THE TOWN Clerk

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 SEP 26 AM 9:21

### Call of the Election, November 4, 2014

IN THE NAME OF THE COMMONWEALTH, THE TOWN OF BRAINTREE IS HEREBY REQUIRED TO NOTIFY AND WARN THE INHABITANTS OF SAID TOWN, WHO ARE QUALIFIED TO VOTE IN THE STATE ELECTION ON TUESDAY, NOVEMBER 4, 2014 FROM 7:00AM TO 8:00PM FOR THE FOLLOWING PURPOSES:

To cast their votes in the State Election for the following offices: Senator in Congress for the Commonwealth, Governor/Lt. Governor for the Commonwealth; Attorney General for the Commonwealth; Secretary of State for the Commonwealth; Treasurer for the Commonwealth; Auditor for the Commonwealth; Representative in Congress for the Eighth District; Councillors for the Second & Fourth Districts; Senator in the General Court for the Norfolk & Plymouth District and the Norfolk, Bristol & Plymouth District; Representative in the General Court for the Fifth Norfolk District; District Attorney for the Norfolk District; Register of Probate for Norfolk County; County Treasurer for Norfolk County; County Commissioner for Norfolk County; Regional Vocational School Committee for the Blue Hills Districts; four Initiative Petitions and one Non-Binding Question.

COMMONWEALTH OF MASSACHUSETTS



To the Constables of the City/Town of Braintree

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

- Precinct 1A Marge Crispin Center, 74 Pond Street (Rear)
- Precinct 1B Mary E. Flaherty School, 99 Lakeside Drive
- Precinct 2A N. Eugene Hollis School, 482 Washington Street
- Precinct 2B St. Thomas More Parish Hall, 7 Hawthorn Road
- Precinct 3A Donald E. Ross School, 20 Hayward Street
- Precinct 3B Recreation & Community Events Building, 85 Quincy Avenue
- Precinct 4A East Middle School, 305 River Street
- Precinct 4B Archie T. Morrison School, 268 Liberty Street
- Precinct 5A Braintree Town Hall, 1 JFK Memorial Drive
- Precinct 5B Liberty Elementary School, 49 Proctor Road
- Precinct 6A South Middle School, 232 Peach Street
- Precinct 6B Highlands Elementary School, 144 Wildwood Avenue

on **TUESDAY, THE FOURTH DAY OF NOVEMBER, 2014**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

- |                                   |   |
|-----------------------------------|---|
| SENATOR IN CONGRESS               | FOR THIS COMMONWEALTH                     |
| GOVERNOR AND LIEUTENANT GOVERNOR. | FOR THIS COMMONWEALTH                     |
| ATTORNEY GENERAL                  | FOR THIS COMMONWEALTH                     |
| SECRETARY OF STATE                | FOR THIS COMMONWEALTH                     |
| TREASURER AND RECEIVER GENERAL    | FOR THIS COMMONWEALTH                     |
| AUDITOR                           | FOR THIS COMMONWEALTH                     |
| REPRESENTATIVE IN CONGRESS        | EIGHTH DISTRICT                           |
| COUNCILLOR                        | SECOND & FOURTH DISTRICT                  |
| SENATOR IN GENERAL COURT          | NORFOLK & PLYMOUTH DISTRICT               |
| SENATOR IN GENERAL COURT          | NORFOLK, BRISTOL & PLYMOUTH DISTRICT      |
| REPRESENTATIVE IN GENERAL COURT   | FIFTH NORFOLK DISTRICT                    |
| DISTRICT ATTORNEY                 | NORFOLK DISTRICT                          |
| REGISTER OF PROBATE               | NORFOLK COUNTY                            |
| COUNTY TREASURER                  | NORFOLK COUNTY                            |
| COUNTY COMMISSIONER               | NORFOLK COUNTY                            |
| REGIONAL SCHOOL COMMITTEE         | AVON, CANTON, BRAINTREE & DEDHAM DISTRICT |

**QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

**SUMMARY**

This proposed law would eliminate the requirement that the state's gasoline tax, which was 24 cents per gallon as of September 2013, (1) be adjusted every year by the percentage change in the Consumer Price Index over the preceding year, but (2) not be adjusted below 21.5 cents per gallon.

A **YES VOTE** would eliminate the requirement that the state's gas tax be adjusted annually based on the Consumer Price Index.

*A NO VOTE* would make no change in the laws regarding the gas tax.

### **QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

#### **SUMMARY**

This proposed law would expand the state's beverage container deposit law, also known as the Bottle Bill, to require deposits on containers for all non-alcoholic non-carbonated drinks in liquid form intended for human consumption, except beverages primarily derived from dairy products, infant formula, and FDA approved medicines. The proposed law would not cover containers made of paper-based biodegradable material and aseptic multi-material packages such as juice boxes or pouches.

The proposed law would require the state Secretary of Energy and Environmental Affairs (EEA) to adjust the container deposit amount every five years to reflect (to the nearest whole cent) changes in the consumer price index, but the value could not be set below five cents.

The proposed law would increase the minimum handling fee that beverage distributors must pay dealers for each properly returned empty beverage container, which was 2¼ cents as of September 2013, to 3½ cents. It would also increase the minimum handling fee that bottlers must pay distributors and dealers for each properly returned empty reusable beverage container, which was 1 cent as of September 2013, to 3½ cents. The Secretary of EEA would review the fee amounts every five years and make appropriate adjustments to reflect changes in the consumer price index as well as changes in the costs incurred by redemption centers. The proposed law defines a redemption center as any business whose primary purpose is the redemption of beverage containers and that is not ancillary to any other business.

The proposed law would direct the Secretary of EEA to issue regulations allowing small dealers to seek exemptions from accepting empty deposit containers. The proposed law would define small dealer as any person or business, including the operator of a vending machine, who sells beverages in beverage containers to consumers, with a contiguous retail space of 3,000 square feet or less, excluding office and stock room space; and fewer than four locations under the same ownership in the Commonwealth. The proposed law would require that the regulations consider at least the health, safety, and convenience of the public, including the distribution of dealers and redemption centers by population or by distance or both.

The proposed law would set up a state Clean Environment Fund to receive certain unclaimed container deposits. The Fund would be used, subject to appropriation by the state Legislature, to support programs such as the proper management of solid waste, water resource protection, parkland, urban forestry, air quality and climate protection.

The proposed law would allow a dealer, distributor, redemption center or bottler to refuse to accept any beverage container that is not marked as being refundable in Massachusetts.

The proposed law would take effect on April 22, 2015.

*A YES VOTE* would expand the state's beverage container deposit law to require deposits on containers for all non-alcoholic, non-carbonated drinks with certain exceptions, increase the associated handling fees, and make other changes to the law.

*A NO VOTE* would make no change in the laws regarding beverage container deposits.

### **QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

**SUMMARY**

This proposed law would (1) prohibit the Massachusetts Gaming Commission from issuing any license for a casino or other gaming establishment with table games and slot machines, or any license for a gaming establishment with slot machines; (2) prohibit any such casino or slots gaming under any such licenses that the Commission might have issued before the proposed law took effect; and (3) prohibit wagering on the simulcasting of live greyhound races.

The proposed law would change the definition of “illegal gaming” under Massachusetts law to include wagering on the simulcasting of live greyhound races, as well as table games and slot machines at Commission-licensed casinos, and slot machines at other Commission-licensed gaming establishments. This would make those types of gaming subject to existing state laws providing criminal penalties for, or otherwise regulating or prohibiting, activities involving illegal gaming.

The proposed law states that if any of its parts were declared invalid, the other parts would stay in effect.

*A YES VOTE* would prohibit casinos, any gaming establishment with slot machines, and wagering on simulcast greyhound races.

*A NO VOTE* would make no change in the current laws regarding gaming.

**QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

**SUMMARY**

This proposed law would entitle employees in Massachusetts to earn and use sick time according to certain conditions.

Employees who work for employers having eleven or more employees could earn and use up to 40 hours of paid sick time per calendar year, while employees working for smaller employers could earn and use up to 40 hours of unpaid sick time per calendar year.

An employee could use earned sick time if required to miss work in order (1) to care for a physical or mental illness, injury or medical condition affecting the employee or the employee’s child, spouse, parent, or parent of a spouse; (2) to attend routine medical appointments of the employee or the employee’s child, spouse, parent, or parent of a spouse; or (3) to address the effects of domestic violence on the employee or the employee’s dependent child. Employees would earn one hour of sick time for every 30 hours worked, and would begin accruing those hours on the date of hire or on July 1, 2015, whichever is later. Employees could begin to use earned sick time on the 90th day after hire.

The proposed law would cover both private and public employers, except that employees of a particular city or town would be covered only if, as required by the state constitution, the proposed law were made applicable by local or state legislative vote or by appropriation of sufficient funds to pay for the benefit. Earned paid sick time would be compensated at the same hourly rate paid to the employee when the sick time is used.

Employees could carry over up to 40 hours of unused sick time to the next calendar year, but could not use more than 40 hours in a calendar year. Employers would not have to pay employees for unused sick time at the end of their employment. If an employee missed work for a reason eligible for earned sick time, but agreed with the employer to work the same number of hours or shifts in the same or next pay period, the employee would not have to use earned sick time for the missed time, and the employer would not have to pay for that missed time. Employers would be prohibited from requiring such an employee to work additional hours to make up for missed time, or to find a replacement employee.

Employers could require certification of the need for sick time if an employee used sick time for more than 24 consecutively scheduled work hours. Employers could not delay the taking of or payment for earned sick time because they have not received the certification. Employees would have to make a good faith effort to notify the employer in advance if the need for earned sick time is foreseeable.

Employers would be prohibited from interfering with or retaliating based on an employee’s exercise of earned sick time

rights, and from retaliating based on an employee’s support of another employee’s exercise of such rights.

The proposed law would not override employers’ obligations under any contract or benefit plan with more generous provisions than those in the proposed law. Employers that have their own policies providing as much paid time off, usable for the same purposes and under the same conditions, as the proposed law would not be required to provide additional paid sick time.

The Attorney General would enforce the proposed law, using the same enforcement procedures applicable to other state wage laws, and employees could file suits in court to enforce their earned sick time rights. The Attorney General would have to prepare a multilingual notice regarding the right to earned sick time, and employers would be required to post the notice in a conspicuous location and to provide a copy to employees. The state Executive Office of Health and Human Services, in consultation with the Attorney General, would develop a multilingual outreach program to inform the public of the availability of earned sick time.

The proposed law would take effect on July 1, 2015, and states that if any of its parts were declared invalid, the other parts would stay in effect.

*A YES VOTE* would entitle employees in Massachusetts to earn and use sick time according to certain conditions.

*A NO VOTE* would make no change in the laws regarding earned sick time.

**QUESTION 5: NOT BINDING**

Shall the state representative from this district be instructed to vote in favor of legislation that requires all non-hospital facilities performing more than 10 abortions a year to be licensed as “clinics” and to be inspected at least every two years by the Massachusetts Department of Public Health?

Hereof, fail not, and make return of this warrant with your doings thereon at the time and place of said voting. Given under our hands this 7<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
THOMAS M. BOWES

\_\_\_\_\_  
STEPHEN C. O’BRIEN

\_\_\_\_\_  
PAUL D. CLIFFORD

\_\_\_\_\_  
MICHAEL J. OWENS

\_\_\_\_\_  
SHANNON L. HUME

\_\_\_\_\_  
SEAN E. POWERS

\_\_\_\_\_  
CHARLES C. KOKOROS

\_\_\_\_\_  
CHARLES B. RYAN

\_\_\_\_\_  
JOHN C. MULLANEY

**Town Council of Braintree**

Pursuant to the foregoing Notice, I hereby notify and warn the inhabitants of the Town of Braintree, qualified as expressed therein, to meet at the time and places mentioned for the purposes therein mentioned by posting a copy of this warrant at each of the polling locations listed on page 1 prior to October 28, 2014.

\_\_\_\_\_  
RUSSELL W. JENKINS, CONSTABLE

\_\_\_\_\_  
DATE



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

Joseph C. Sullivan  
Mayor

781-794-8100

To: Thomas M. Bowes, President of the Council  
Susan M. Cimino, Clerk of the Council  
James M. Casey, Town Clerk

From: Joseph C. Sullivan, Mayor

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

Date: September 17, 2014

Re: Funding Request for Community Preservation Project

RECEIVED TOWN CLERK  
BRAintree, MA  
2014 SEP 17 PM 3:45

Please be advised that the Community Preservation Committee met on September 8, 2014, and unanimously voted to recommend the Town Council appropriate the following CPA funding request from the Recreation and Community Events Department for the rebuilding the Hollingsworth Playground as shown on Assessors Map 1068 Plot 3A located off Pond Street under the care and custody of the Town of Braintree. The Town is the recipient of a grant award of \$145,787.00 from State under the "Our Common Backyards" program that requires a local match of \$50,000.00 from the municipality.

I am pleased to support the Committee's recommendation as it will replace outdated recreational equipment which was in disrepair with state of the art equipment in a very visible location within the Town. This request for funding also takes advantage of a significant grant from the State to be used for this purpose. Accordingly, your review and approval of the following motion is requested:

- 1) To approve and fund the purchase and installation of recreational equipment for Hollingsworth playground.

**MOTION:** In accordance with the provisions of Chapter 44B of the General Laws and with the recommendation of the Community Preservation Committee, appropriate \$50,000.00 from the CPA Unreserved Fund for the rebuilding of the Hollingsworth Playground located to the rear of 348 Pond Street.

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

**ORIGINAL**

**Community  
Preservation Committee**

**JUL 21 2014**

Joseph C. Sullivan  
*Mayor*



Thomas Whalen  
*Public Works Director*

Nelson Chin  
*Director of Recreation &  
Community Events*

**DEPARTMENT OF  
PUBLIC WORKS  
RECREATION & COMMUNITY  
EVENTS**

**COMMUNITY PRESERVATION COMMITTEE APPLICATION  
HOLLINGSWORTH PLAYGROUND**





Joseph C. Sullivan  
Mayor

*Thomas Whalen, Public  
Works Director*

**DEPARTMENT OF  
PUBLIC WORKS  
RECREATION & COMMUNITY  
EVENTS**

*Nelson Chin, Director of  
Recreation & Community  
Events*

**COMMUNITY PRESERVATION COMMITTEE APPLICATION  
HOLLINGSWORTH PLAYGROUND  
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Joseph C. Sullivan  
*Mayor*

**TOWN OF BRAINTREE  
OFFICE OF THE MAYOR**

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

Barbara A. Mello

*Grant Writer &  
Contract Administrator*

July 21, 2014

Chairman Linda Raiss  
Community Preservation Committee  
Town of Braintree  
90 Pond Street  
Braintree, MA 02184

Dear Chairman Raiss,

I am pleased to present this application to you on behalf of the Mayor and the Department of Public Works, Recreation & Community Events Division. We are grateful for the opportunity to apply for funds through the Community Preservation Committee. These funds will supplement a grant from the "Our Common Backyards" program of the Massachusetts Executive Office of Energy and Environmental Affairs, and will be used to install new playground equipment at Hollingsworth Park.

Please do not hesitate to contact me with any questions or concerns that you may have about the application. Alternatively, please contact Nelson Chin, Director of Recreation & Community Events at (781) 794-8900, or via email at [nchin@braintreema.gov](mailto:nchin@braintreema.gov)

Very Truly Yours,

A handwritten signature in blue ink that reads "Barbara A. Mello".

Barbara A. Mello

**BRAINTREE COMMUNITY PRESERVATION COMMITTEE  
2014-2015 APPLICATION FORM**

Project Name: Hollingsworth Playground

Project Location: Pond Street

Assessors' Plan & Plot: Map 1068, Block 0, Lot 3A

Recorded at: Deed Search in Progress (Land Accepted by 1917 Annual Town Meeting—Gift from Mr. N.E. Hollis for park, playground and school purposes)

Category: RECREATION

CPA Funding Requested: \$50,000.00

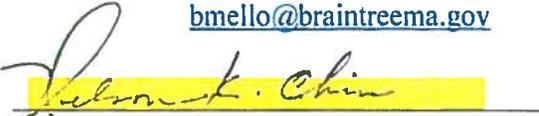
Fiscal Year Request: FY15:     \$50,000.00      
FY16:     0      
FY17:     0    

Expected annual operational/maintenance cost to the Town after completion of project:  
\$ 500.00.

Project Sponsor/Organization: Department of Public Works/Recreation Division

Contact:  
Nelson Chin, Director  
Recreation & Community Events  
Town of Braintree  
85 Quincy Avenue  
Braintree, MA 02184  
(781) 794-8900  
[nchin@braintreema.gov](mailto:nchin@braintreema.gov)

Barbara Mello  
Grant Writer/Contract Administrator  
Town of Braintree  
1 JFK Memorial Drive  
Braintree, MA 02184  
(781) 794-8145  
[bmello@braintreema.gov](mailto:bmello@braintreema.gov)

Applicant's Signature:   
Nelson K. Chin

Date Submitted:           July 21, 2014

ACKNOWLEDGEMENT OF MEETING WITH THE PLANNING & COMMUNITY  
DEVELOPMENT DIRECTOR

Per the submission requirements on page 2:

***All applicants SHALL schedule a pre-submission appointment with the Director of Planning and Community Development and are required to include the meeting form (part of materials) at the time of application.***

Date of Meeting with Director: July 3, 2014

Name of Person(s) Meeting with Director: Barbara A. Mello

Signature of Person attending Meeting: Barbara A Mello

Date of signing: 7/17/2014



**DEPARTMENT OF PUBLIC WORKS  
DIVISION OF RECREATION & COMMUNITY EVENTS**

**Executive Summary**

The Recreation Department has identified the Hollingsworth Playground as our top priority for playground improvement. The playground is located on a 17.71 parcel under the care and custody of the Recreation Department. Existing playground equipment at Hollingsworth, which was approximately 35 years old, was removed in March 2014, due to safety concerns.

We are pleased to report that the Town of Braintree is the recipient of a state grant in the amount of \$145,787.00 for this project. Funding comes from Governor Deval Patrick's, "Our Common Backyards" program. The grant requires an additional Town contribution of \$50,000.00, which is the basis of this application. We believe that this project is an ideal fit for the goals of the Community Preservation Act.

The Community Preservation Act allows communities to preserve open space and historic sites, create affordable housing, and develop outdoor recreational facilities. Changes to

the Community Preservation Act in July 2012 strengthened the ability of Community Preservation Committees to use CPA funds for playground installations. Section 2 of Chapter 139, sections 69-83 of the Acts of 2012 expanded the definition of “rehabilitation,” to include the replacement of playground equipment and other capital improvements to the land or the facilities thereon which make the land or the related facilities more functional for the intended recreational use; while Section 5 modified the allowable uses of CPA funds to permit the rehabilitation of existing recreational land not created or acquired with CPA funds. As will be shown later in this application, many communities have availed themselves of these provisions in the law in order to create and improve outdoor recreational opportunities for their citizens.

The state grant program requires us to put this project on a fast track. When we initially applied for the grant, the project completion deadline was June 30, 2015. However, the project completion time has now been moved to December 31, 2014. We are moving aggressively to meet this deadline. On August 12, 2014, the Braintree Town Council will consider a motion to: a) accept the conditions of the Project Agreement (copy of the Project Agreement is attached to this application); b) appropriate the full project cost, such appropriation to be offset by any gifts, grants, or other funds received; and c) permanently dedicate the parcel to park, recreation, and playground purposes, under the care and control of the Department of Public Works, Recreation Division.

Accessibility for children and family members with disabilities will be a major goal of this project. While this is always important, the presence of the Challenger Baseball League at Hollingsworth makes it especially relevant. We are working on a ramp from the driveway to the play equipment, on choosing surfacing that will be wheelchair-friendly, and on exceeding ADA requirements for accessibility of play structures.

We plan to excavate the entire playground area 12” deep, and install a combination of wood fiber and rubber safety surfacing. We have been working with a playground design and equipment company, M.E. O’Brien & Sons, to design a highly accessible playground which fits beautifully into the site. (See attached drawings). We are able to purchase the equipment from M.E. O’Brien & Sons at a discount through our participation in the Massachusetts Higher

Education Consortium. State regulations require us to competitively bid the actual installation of the equipment. The bid process will begin in early August. Our budget allows a generous amount for installation costs. We are confident in the estimate, since it has been provided by our designer, also an experienced installer. Nonetheless, we have identified equipment components that can be eliminated from the design if installation costs run too high.

The Town's Engineering and Public Works Departments will construct a ramp from the Hollingsworth Park driveway to the playground area, adding an accessibility component that did not exist in the previous playground configuration. The work of the Town's Engineering and Public Works Departments will add approximately another \$20,000.00 in value to the project.

The Town of Braintree currently has an Open Space and Recreation Plan on file with the Massachusetts Executive Office of Energy and Environmental Affairs. The improvement of Hollingsworth Park is consistent with Goal #2 of the Plan: "Improve Recreation Areas/Opportunities". Goal #2 specifically addresses the need to provide a range of recreational areas, facilities and programs to serve the needs of the population; and to maintain a high standard of quality for all recreational areas through careful management and upkeep of equipment, land and facilities. We have long noted the need to upgrade equipment at Hollingsworth Park and are very grateful for the Common Backyards/Community Preservation Fund opportunities.

## **Ownership**

Hollingsworth Park is owned by the citizens of Braintree, Massachusetts. The Annual Town Meeting of 1917 approved the following Motion, under Article 75:

***"To see if the Town will accept as a gift from Mr. N.E. Hollis about 21 acres of land on Pond Street, next to the Southwest schoolhouse lot, for park, playground and school purposes, upon the terms and conditions set forth in his letter dated December 11, 1916, and proposed deed of the land, said land to be hereafter known as "The Ellis Anderson Hollingsworth Park."***

Sometime after this vote, four acres were “split off” for the Colbert School. To date, we have not been successful in finding the deed for the property. Our search continues in earnest and a formal Title Search may be required.

### **Cost-Benefit Analysis**

The cost of not constructing the Hollingsworth Park Playground in 2014 would be to lose \$145,787.00 in state funding. This would give the Town the entire financial burden of constructing the playground. In several other communities, the Community Preservation Fund has been used for 100% of the project cost. We feel that this project provides an excellent opportunity to leverage outside sources of funding.

The benefit of constructing the playground is to improve outdoor recreation opportunities for children and families. A report prepared for the Shasta Children and Families First Commission concluded that playgrounds are vital for a child’s cognitive, emotional, physical and cognitive development.<sup>1</sup> The following information is adapted from an article by Susan Lundman, writing for [Livestrong.com](http://www.livestrong.com) in January 2014<sup>2</sup>: Children of all ages can spend hours swinging, climbing, balancing, running and interacting with each other in playgrounds. Playground equipment gets children moving and having fun at the same time. Slides provide climbing exercise for the legs; bars exercise arms and shoulders; and all the equipment together encourages children to run from one piece to another, giving them a healthy dose of cardiovascular, heart-healthy exercise. This is important in light of the U.S. Surgeon General’s report in January 2010 that almost one in every three children in the United States is overweight or obese. There are social benefits to playgrounds as well. They offer new ways for parents to interact with their children. They offer ways for children to be around one another. Children learn how to take turns and they strike up conversations with one another as they explore one play element after another. Cognitive benefits have also been well-documented. The more children exercise both their sensory and motor skills by using playground equipment, the more brain-neural connections they create.

### **CPC Recreation Goals**

Recreation Goals of the Community Preservation Act:

*Expands the range of recreational opportunities for residents of all ages, including community gardening, biking, swimming, fishing, skating, boating, canoeing, hiking and walking, and*

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<sup>1</sup> Shasta Children and Families First Commission: Research Paper: The Benefits of Playgrounds for Children Aged 0-5.

<sup>2</sup> <http://www.livestrong.com/article/239867>, January 21, 2014. Susan Lundman.

*non-commercial youth and adult sports and the use of land as a park, playground or athletic field.*

Since this project creates a playground, it is an excellent fit for the Recreation Goals of the Community Preservation Act.

### **Closing**

We truly appreciate the opportunity to apply to the Community Preservation Committee for project funding. Please do not hesitate to contact Barbara Mello or Nelson Chin with any questions you may have.



The Official Website of the Governor of Massachusetts

## Governor Deval Patrick

Home » Press Office » Press Releases » Governor Patrick Announces Urban Playground Investment

DEVAL PATRICK  
GOVERNOR

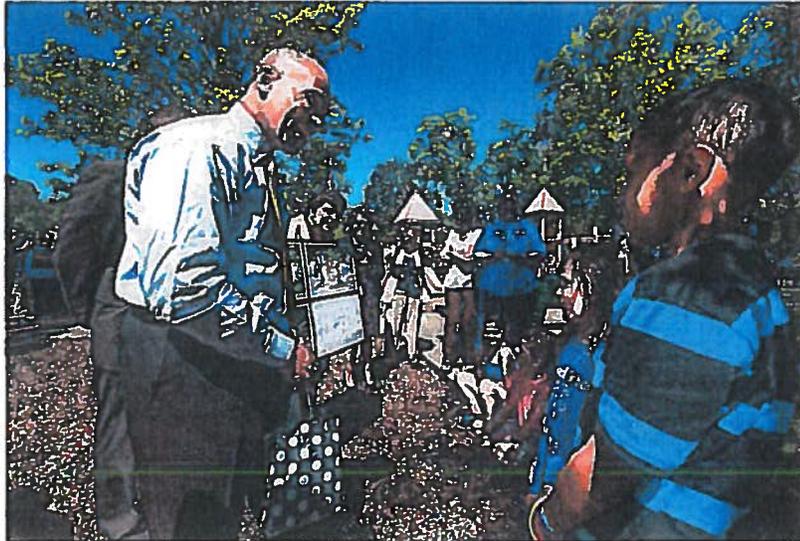
For Immediate Release - May 20, 2014

### Media Contact

Heather Nichols  
Rachael Neff  
Juli Hanscom  
617-725-4025

Krista Selmi (EEA)  
617-626-1109

## GOVERNOR PATRICK ANNOUNCES \$10.3 MILLION INVESTMENT TO BUILD PLAYGROUNDS IN URBAN PARKS



*Governor Deval Patrick announces a \$10.3 million investment to build or renovate playgrounds and spray parks in all 54 cities in Massachusetts. Governor Patrick celebrates the launch of this new initiative at Taunton's Hopewell Park, where the city will use its \$200,000 grant to install a new spray park. (Photo: Jun Tsuboike / Governor's Office)*

TAUNTON – Tuesday, May 20, 2014 – Governor Deval Patrick today announced a \$10.3 million investment to build or renovate playgrounds and spray parks in all 54 cities in Massachusetts. Governor Patrick celebrated the launch of this new initiative at Taunton's Hopewell Park, where the city will use its \$200,000 grant to install a new spray park.

"Growth requires investment, and creating and upgrading recreational parks in urban neighborhoods will help create growth and opportunity across the Commonwealth," said Governor Patrick. "This investment will improve the lives of Massachusetts children and families now and for generations to come."

Through the Our Common Backyards program, EEA will commit up to \$200,000 to fund projects in each city. Most projects will go into construction over the spring and summer, with the goal of completing all 54 projects by the end of 2014. EEA worked with each city to agree on projects that advanced the goals of the program and the communities. In most cases, cities are contributing additional funding towards the construction of playgrounds and spray parks. In total, cities are expected to spend nearly \$4.5 million this year to improve parks in connection with the Our Common Backyards program.

"The Our Common Backyard Program builds on the Patrick Administration's historic investments in open space," said Energy and Environmental Affairs Secretary Rick Sullivan. "As a former mayor, I've seen how important parks and playgrounds are to local communities. This project will provide cities with the resources to improve access to outdoor recreation in urban neighborhoods, where open space can be hard to find."

The Patrick Administration has made a historic investment of more than \$300 million in land conservation focused on three goals: investing in urban parks, preserving working farms and forests and protecting large natural landscapes for habitat. This investment has resulted in the protection of more than 110,000 acres of land and the renovation or creation of over 170 parks since 2007, including projects in 310 of 351 communities and 50 of 54 cities. The land conserved and parks created are within a 10 minute walk of 1.5 million residents – about 25 percent of the state's residents. For the 26 Gateway Cities, the new conservation land and parks are within a 10 minute walk of over 500,000 residents – about 33 percent of all residents.

According to a report by The Trust for Public Land, outdoor recreation generates \$10 billion in consumer spending, \$739 million in state and local tax revenue and \$3.5 billion in wages and salaries each year in Massachusetts. This report also found that the state's Gateway City Parks investments will create nearly 500 jobs and \$26.5 million in local wages and salaries.

"Urban parks and playgrounds across the Commonwealth provide a safe environment for children to explore," said Congressman Joe Kennedy. "In Taunton, this funding will help the community continue to invest in Hopewell Park and ensure local families have access to a top-notch recreation facility. I congratulate Taunton and all of the cities that earned funding through the Our Common Backyards program and thank Governor Patrick for his leadership on this initiative."

"I'm very excited about the Patrick Administration's announcement committing over \$10 million to ensure playgrounds and parks are available to families in every city in Massachusetts," said Senator Jamie Eldridge. "A key part of Governor Patrick's legacy is his landmark investments in open space and recreational land across the state, and today's announcement is yet another example of his commitment to enhance the environment."

"I'm glad to know that all of the cities in my district were awarded \$200,000 Common Backyards grants which can be applied to upgrade and renovate playgrounds and to create spray parks; enhancing recreation opportunities and quality of life for residents," said State Senator Kathleen O'Connor Ives. "I appreciate Governor Patrick and Secretary Sullivan investing in and recognizing the value of our urban parks."

"Being outdoors and being active make everyone healthier and happier," said Senator Patricia Jehlen. "Kids and grownups all need these oases."

"The creation of green recreational space in urban environments not only improves the quality of life of residents but serves as another ingredient of smart economic development planning," said Senator Mark Montigny. "Cities with parks and playgrounds ensures that they are attractive to businesses seeking to locate facilities and employees in new or existing locations. These grants will help our Gateway cities remain economically vibrant and competitive."

"The Cashman Park in Newburyport and the Town Park in Amesbury are two centrally located recreational areas our communities, and this funding will make for a more enjoyable park experience for everybody," said Representative Michael A. Costello.

"These funds will provide kids throughout Beverly and beyond with a beautiful new play area at Lynch Park in Beverly – including a Spray Park to help families stay cool during the summer," said Beverly Mayor Michael Cahill. "My thanks to Governor Patrick's administration for the opportunity to improve one of our city's great parks as well as our local team for securing these funds."

"In a City like Fall River our parks and our playgrounds are so important to our quality of life," stated Fall River Mayor William A. Flanagan. "It is clear that Governor Patrick understands how important open space and recreation is to densely populated urban communities like ours."

"On behalf of the city of Gloucester, I would like to thank Governor Patrick for providing \$200,000 to update a long overlooked but important playground in a densely populated area of the community," said Gloucester Mayor Carolyn Kirk. "All children deserve open space in their neighborhoods to play, and we are grateful for this investment."

"Newburyport is so pleased to be a recipient Our Common Backyard grant to upgrade one of our parks to add a spray park," said Newburyport Mayor Donna D. Holaday. "Governor Patrick's administration has championed another important initiative for municipalities to upgrade important spaces for families and children. Neighborhood parks contribute to our economic development, safety, open space goals and promote the health of children and adults – this is a great addition for our city."

"I would like to thank Governor Patrick for his leadership in making this program available," said Salem Mayor Kim Driscoll. "We will be using this grant to create a splash pad and water activity area at Mary Jane Lee Park in the Point neighborhood of Salem, our densest and highest poverty neighborhood. Many of the residents who live in the Point do not have easy access to public or private recreational resources such as pools, so this grant is especially valuable to help us extend these kinds of opportunities to some of our neediest residents. My thanks go out to the Patrick Administration for making it possible and for recognizing that all of our residents deserve access to recreational services that encourage physical activity, foster greater civic and community engagement, and build neighborhood pride."

"The Our Common Backyards program has fit an important niche in our community," said Westfield Mayor Daniel M. Knapik. "Our Spray Park project at Sadie Knox Playground has allowed us to introduce new programming to a neighborhood park on the north side of Westfield, and we have been pleased to engage the assistance of our local Youth Commission as we design this renovation. The Patrick Administration has hit a home-run with this initiative – one nimble enough to be pulled off in a short period but large enough to make a real impact in our community."

###

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**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS  
DIVISION OF CONSERVATION SERVICES**

**OUR COMMON BACKYARDS GRANT PROGRAM  
PROJECT AGREEMENT**

Made this \_\_ day of \_\_\_\_\_, 2014 between the Town of Braintree with an address of One JFK Memorial Drive, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge Street, Suite 900, Boston, MA 02114.

Premises: Approximately \_\_\_\_ acres of land including any buildings thereon located at 348 Pond Street in Braintree, Norfolk County, Massachusetts. For Participant's Title, see Book \_\_\_\_, Page \_\_\_\_, in the Norfolk County Registry of Deeds, at \_\_\_\_\_.

WHEREAS, the **PARTICIPANT** has established a Park, Recreation, or Conservation Commission under Massachusetts General Laws Chapter 45, § 2 or Massachusetts General Laws Chapter 40, § 8C, hereinafter referred to as the **COMMISSION**, and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Our Common Backyards Grant Program, for a project briefly described as follows:

**Hollingsworth Park:** The project will include, but not be limited to, the renovation of Hollingsworth Park to include the excavation of the playground, installation of 200 cubic yards of wood fiber safety surfacing, and the installation of new playground equipment

hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has received said application and found the application to be in conformance with the Statewide Comprehensive Outdoor Recreation Plan, St. 1977, Chapter 933, as amended, and the PARC Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of \$145,787.

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts Our Common Backyards Grant Program, its policies, Massachusetts General Laws Chapter 45, § 2, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described above by authorizing its **COMMISSION** to develop, manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as approved, including any promises, conditions, plans, specification estimates, procedures, project proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant

deviations from the **PROJECT** shall be undertaken without advance approval by the **COMMONWEALTH**.

3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH**, which sets forth public access and an indication that the **PROJECT** received Our Common Backyards funds.
4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Energy and Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** hereby covenants and agrees that the **PROJECT**, including the property and any and all associated facilities and improvements, shall be devoted to park, recreation and/or conservation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said park or outdoor recreation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy and Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the PARC Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.
8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of park and recreation facilities, and that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. Consequently, the **PARTICIPANT** and the **COMMONWEALTH** agree that payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an

inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.

9. The **PARTICIPANT** agrees to record a copy of this Agreement at the Registry of Deeds and to provide proof of such recording to the **COMMONWEALTH**. In the case of a development project, this Agreement shall be recorded with and a marginal notation entered on the deed to the property to be improved by **PROJECT**. This project agreement shall also be recorded and marginally noted on any prior deed, restriction, conveyance, or other instrument affecting the **PROJECT** area. Failure to do so shall not impair the validity or enforcement of the agreement. The **PARTICIPANT** agrees to reference this project agreement in any deed, restriction, or conveyance or other instrument affecting the **PROJECT** area.

**COMMONWEALTH OF MASSACHUSETTS**

**PARTICIPANT**

BY \_\_\_\_\_  
Secretary, Executive Office of  
Energy and Environmental Affairs

BY \_\_\_\_\_  
Chief Executive Officer

DATE: \_\_\_\_\_

**PARK, RECREATION, OR  
CONSERVATION COMMISSION**

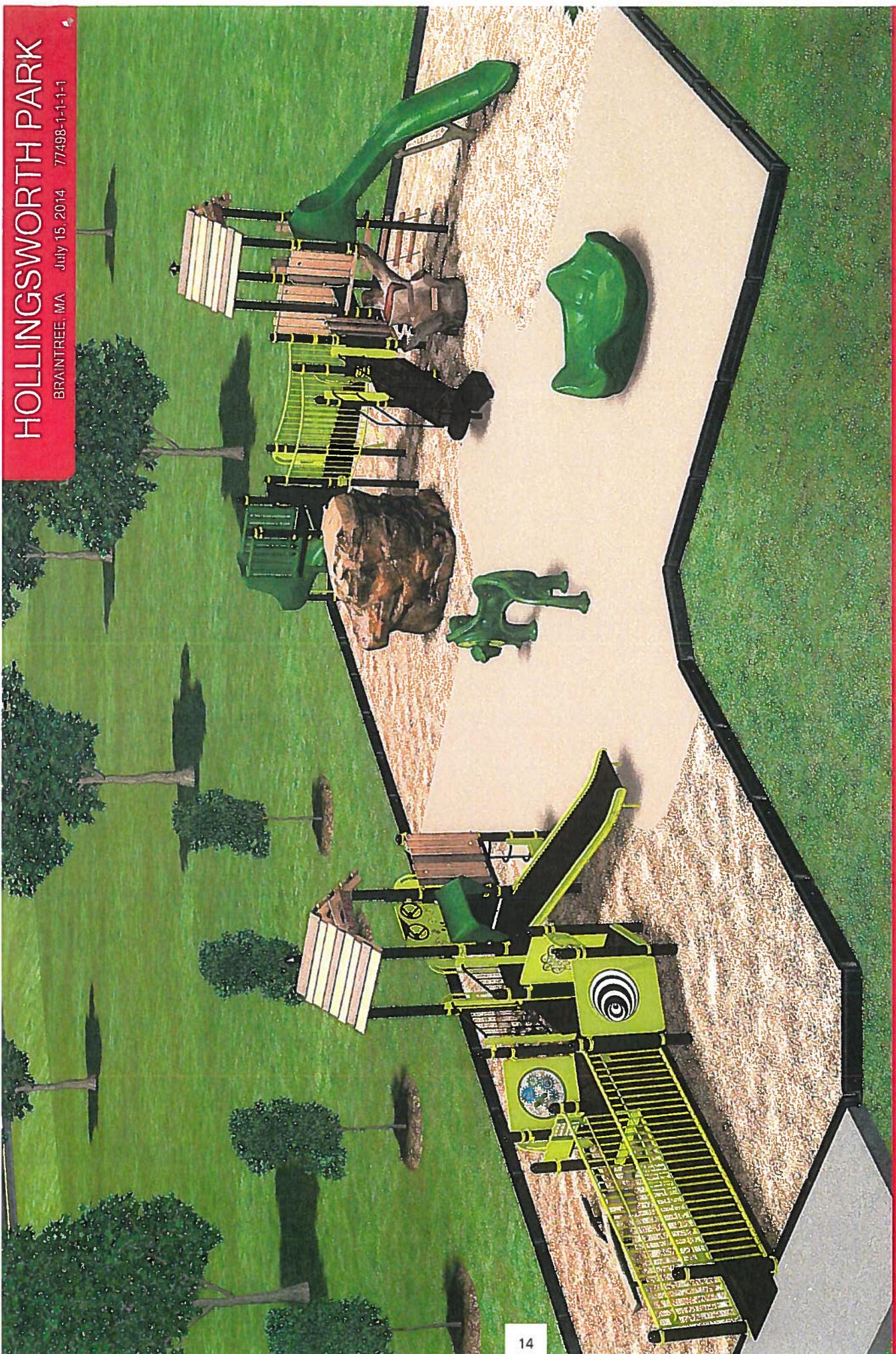
BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Attached hereto evidence of authority to execute this contract on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above.

# HOLLINGSWORTH PARK

BRAINTREE, MA July 15, 2014 77498-1-1-1-1



**Better playgrounds.  
Better world.®**

[playlsi.com](http://playlsi.com)



Proudly presented by:  
**JOE DUFOUR**



# HOLLINGSWORTH PARK

BRAINTREE, MA July 15, 2014 77498-1-1-1-3



Proudly presented by:  
JOE DUFOUR



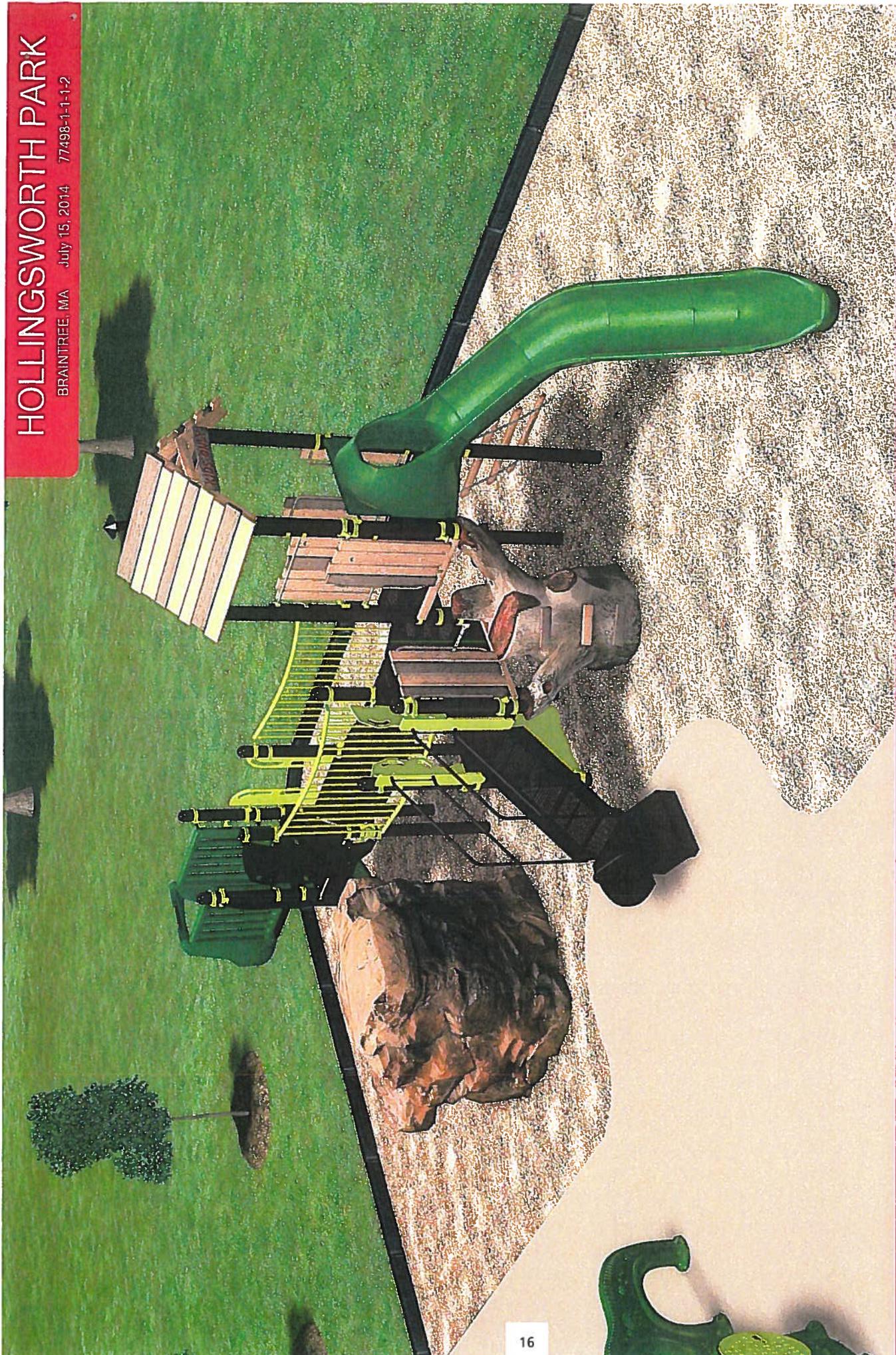
**Better playgrounds.  
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# HOLLINGSWORTH PARK

BRAINTREE, MA July 15, 2014 77498-1-1-1-2



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Better world.®**

[playisi.com](http://playisi.com)



Proudly presented by:  
JOE DUFOUR







This play structure was independently certified on this plan by IPMA certified inspectors (see address notes). Components conform to the requirements of ASTM F1487.

THIS PLAY AREA EQUIPMENT IS DESIGNED FOR USE BY CHILDREN UNLESS OTHERWISE NOTED ON PLAN.

IF THE MANUFACTURER OPINION THAT THIS PLAY AREA DOES CONFORM TO THE ADA ACCESSIBILITY GUIDELINES (ADAG), SURFACING IS PROVIDED AS INDICATED, OR WITHIN THE THREE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US FROM THE MANUFACTURER. WE HAVE CONDUCTED VISUAL SURVEYS, SOIL CONDITIONS, AND EARTHQUAKE ANALYSIS. THE DESIGN HAS BEEN EVALUATED & VALIDATED BY THE FINAL DESIGN AND CONSTRUCTION OF PLAY EQUIPMENT. ALL EXISTING UTILITIES, EQUIPMENT AND SURFACING SHOULD BE IDENTIFIED AND FACTED THE 10% AFTERNOON SUN.

WHOSE A PROTECTIVE SURFACING MATERIAL, THE MANUFACTURER SHALL BE RESPONSIBLE FOR THE EQUIPMENT MEET ASTM PLAY STANDARD FOR PUBLIC PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 (CURRENT REVISION).

IT IS THE MANUFACTURER, OPINION AND DESIGNER'S RESPONSIBILITY TO VERIFY THE USE OF EQUIPMENT IN THE SAFETY COMMISSION'S (CPSC) PLAYGROUND FOR PUBLIC PLAYGROUND SAFETY.

DESIGNED BY  
JIRA  
DATE: 7/14/2018  
LANDSCAPE STRUCTURES, INC.  
501 W. 10TH ST. SUITE 100  
MILWAUKEE, WI 53233  
PH: 414-224-0025 FAX: 414-224-0891

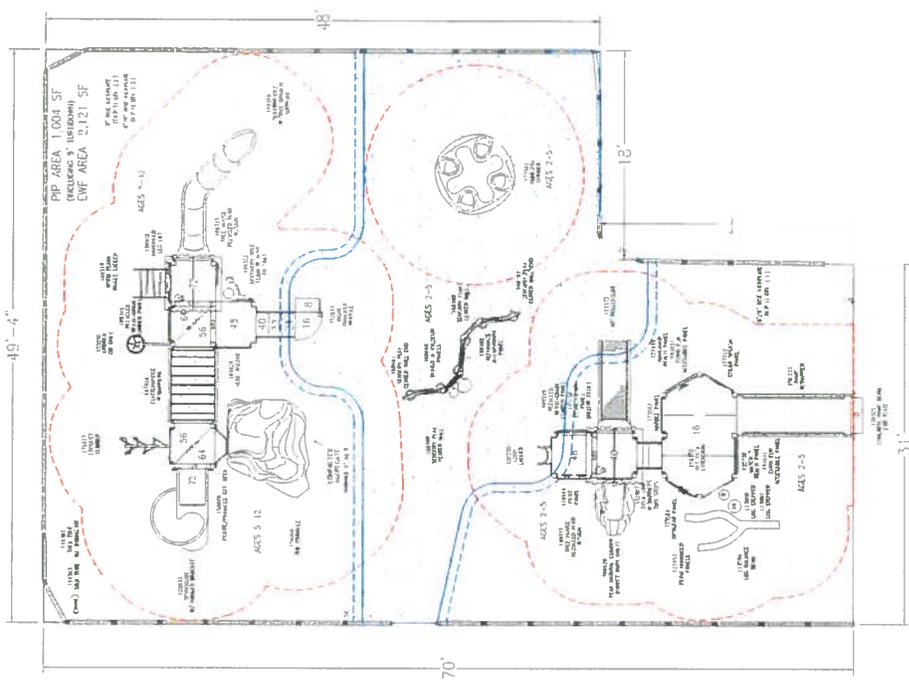
Date:	Project Name #	Industry



SYSTEM TYPE  
PLAYBOOSTER/IND  
DRAWING #  
ME01-1-398

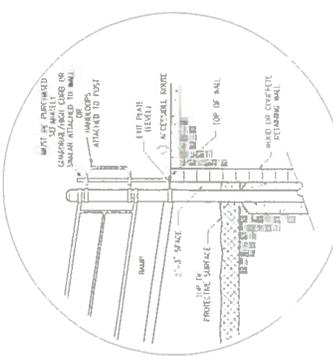
M. E. O'BRIEN & SONS, INC.  
JOE DUFOUR

HOLLINGSWORTH PARK  
BRAINTREE, MA



AGES 2-5

TOTAL ELEVATED PLAY COMPONENTS	R	IR
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	B	AM
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	B1	TRAF
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS	6	HOWH
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	L	MPONENT

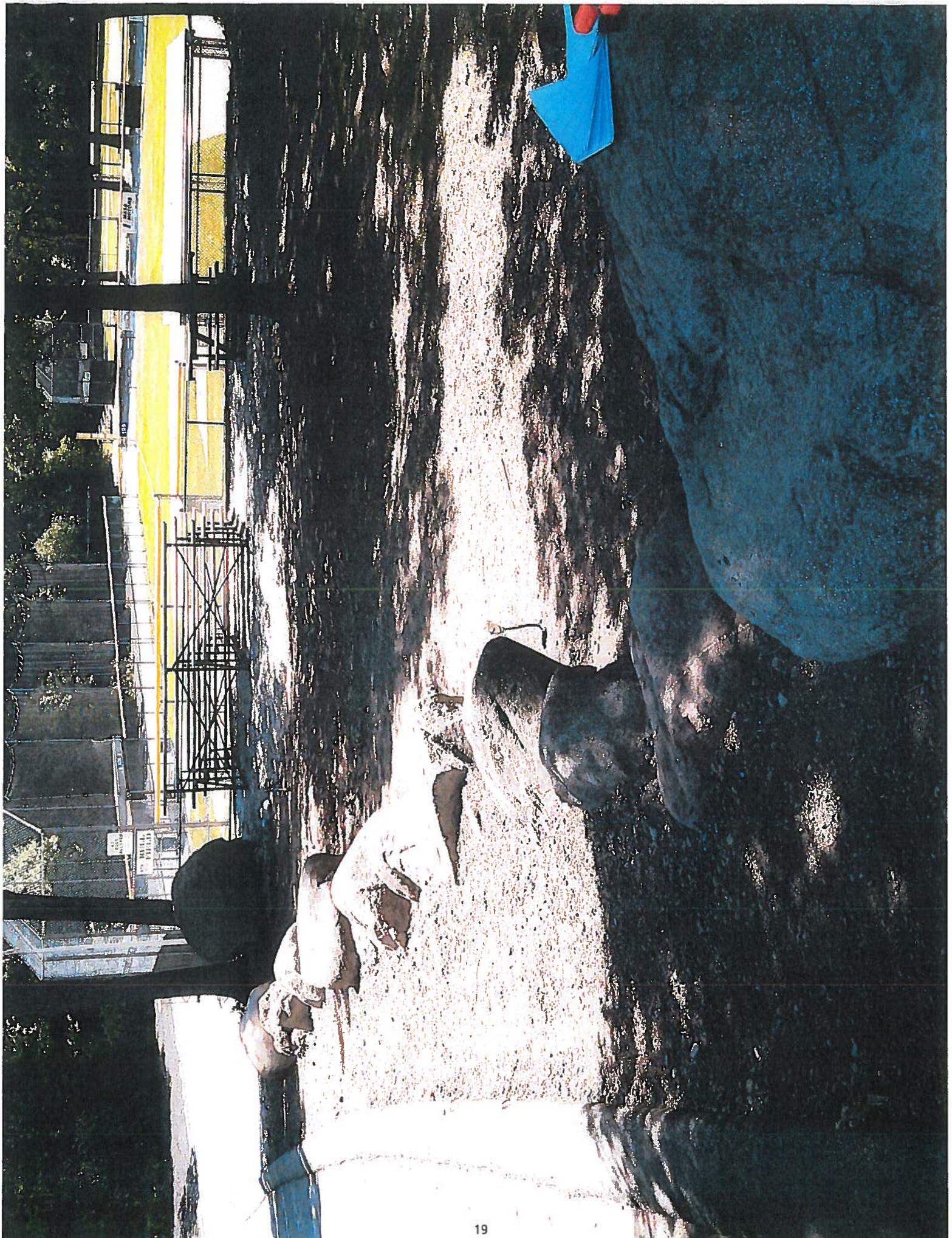


SUGGESTED RAMP EXIT INSTALLATION  
RAMP ELEVATION TO BE AT  
AUXILIARY FINISH GRADE

ALL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	REQUIRED
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS	REQUIRED
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	REQUIRED



OBRIEN & SONS  
91 West Street  
BRAINTREE, MA 01907-0450  
www.obrien-sons.com



Joseph C. Sullivan  
*Mayor*



*Thomas Whalen, Public  
Works Director*

*Nelson Chin, Director of  
Recreation & Community  
Events*

**DEPARTMENT OF  
PUBLIC WORKS  
RECREATION & COMMUNITY  
EVENTS**

**HOLLINGSWORTH PLAYGROUND  
SIMILAR PROJECTS**

A search of the CPA Projects Database reveals 121 projects since 2001 which are related to playgrounds. It would appear to be instructive to closely examine projects from 2013, since these projects were developed after the amendments of 2012. Twenty-seven projects are listed in 2013 that involve the installation of playground equipment. They are listed on the attached spreadsheet. Twenty of the twenty-seven projects rely solely on Community Preservation Funds for financing.

With a total project cost of \$215,787.00, and a request to the CPC of \$50,000.00, this project boasts 77% funding from non-CPA sources.

**2013 CPA PLAYGROUND EQUIPMENT PROJECTS  
FROM LOWEST TO HIGHEST PERCENTAGE OF PROJECT COST CONTRIBUTION**

<u>Town</u>	<u>Project Description</u>	<u>Total Project Cost</u>	<u>CPA Funds</u>	<u>CPA Portion of Project Cost</u>
Belchertown	Playground Installation	400,000.00	40,000.00	10%
<b>Braintree</b>	<b>Playground Installation (2014)</b>	<b>215,787.00</b>	<b>50,000.00</b>	<b>23%</b>
Hubbardston	Build School Playground Walking pathways, historic cupola, children's playground	123,000.00	40,000.00	33%
Easton	School Playground Toddler Playground Equipment; new ground surfaces and walkways	90,115.00	45,000.00	50%
Brewster	School Playground Toddler Playground Equipment; new ground surfaces and walkways	389,400.00	200,000.00	51%
Acton	Rehabilitate Playground Site Prep and construction of two school playgrounds	100,000.00	75,000.00	75%
Upton	Rehabilitate Playground Site Prep and construction of two school playgrounds	78,674.00	60,000.00	76%
Boxford	Replace Playground Equipment	230,000.00	222,000.00	97%
Edgartown	Replace Playground Equipment Playground Equipment Replacement; installation of pavillion	85,000.00	85,000.00	100%
Georgetown	Installation of new playground equipment at existing park	135,000.00	135,000.00	100%
Grafton	Playground Renovation	16,900.00	16,900.00	100%
Hingham	Upgrades to walkways, beach sand, playground, pedestrian, vehicular, and boat access	50,000.00	50,000.00	100%
Hopkinton		260,000.00	260,000.00	100%

<u>Town</u>	<u>Project Description</u>	<u>Total Project Cost</u>	<u>CPA Funds</u>	<u>CPA Portion of Project Cost</u>
Leverett	Replace School Playground Equipment	17,000.00	17,000.00	100%
Lexington	Rubber surface for playground, equipment at Skate Park	147,500.00	147,500.00	100%
Longmeadow	Replace School Playground Equipment & Surfacing	60,000.00	60,000.00	100%
Mashpee	Playground Improvement	146,000.00	146,000.00	100%
Middleton	Purchase & install new playground equipment	26,000.00	26,000.00	100%
Needham	Replace surfacing at school playground	60,000.00	60,000.00	100%
Norfolk	New playground & athletic field at school	350,000.00	350,000.00	100%
Quincy	Playground renovation---Squantum	54,848.00	54,848.00	100%
Quincy	Field and playground renovation--LaBreque	30,000.00	30,000.00	100%
Quincy--Snig Harbor	Playground renovations--Snig Harbor	10,000.00	10,000.00	100%
Tisbury	Playground improvements	16,000.00	16,000.00	100%
Tyngsborough	Playground equipment, adult exercise stations, dog park	100,000.00	100,000.00	100%
Wellesley	Rehabilitate Playground equipment	25,000.00	25,000.00	100%
Westport	Rehab & improve accessibility of 2 playgrounds	68,000.00	68,000.00	100%
Chelmsford	Contribute to PTO fund for playground projects	n/a	50,000.00	n/a

Joseph C. Sullivan  
Mayor



Thomas Whalen, Public  
Works Director

Nelson Chin, Director of  
Recreation & Community  
Events

**DEPARTMENT OF  
PUBLIC WORKS  
RECREATION & COMMUNITY  
EVENTS**

**HOLLINGSWORTH PLAYGROUND  
TIMELINE**

<u>TASK</u>	<u>DATES</u>
Playground Design	July 2014
Order Playground Components, Invite Bids for Installation	August 2014
Excavation, Installation, & Accessibility Ramp	September/October 2014
Project Punchlist	November 2014
Playground Dedication	December 2014 – January 2015

Joseph C. Sullivan  
Mayor



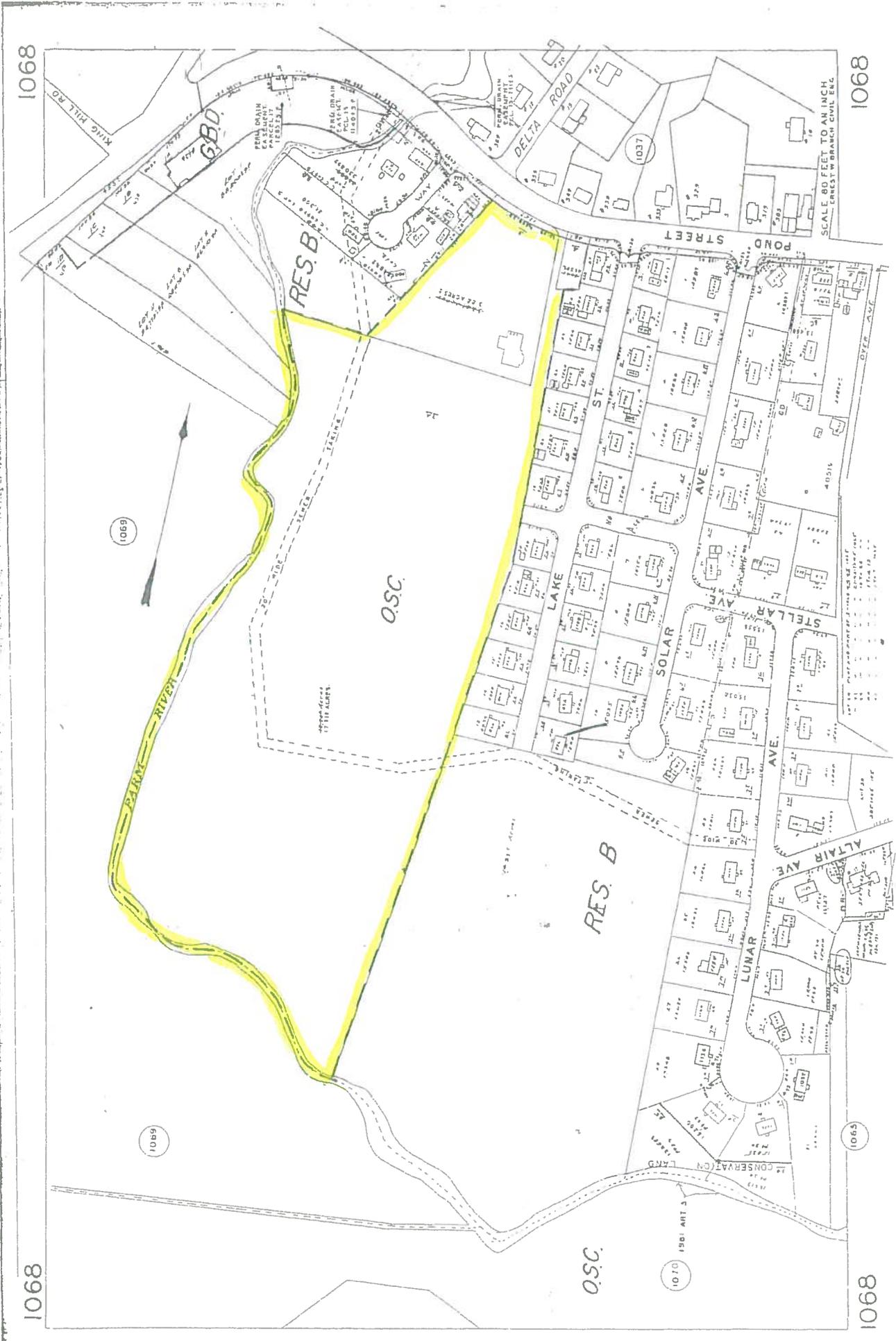
Thomas Whalen, Public  
Works Director

Nelson Chin, Director of  
Recreation & Community  
Events

**DEPARTMENT OF  
PUBLIC WORKS  
RECREATION & COMMUNITY  
EVENTS**

**HOLLINGSWORTH PLAYGROUND  
BUDGET**

<b><u>ITEM</u></b>	<b><u>FUNDS REQUIRED</u></b>
Playscape Playground Components	120,000.00
Wood Fiber	3,000.00
Poured-in-Place Rubber	7,592.00
Freight	4,195.00
Excavation & Installation	61,000.00
Accessibility Ramp (Engineering, Installation, & Construction)	20,000.00
<b>TOTAL PROJECT COST</b>	<b>\$215,787.00</b>
State Grant: Our Common Backyards	\$145,787.00
Engineering & Public Works In-Kind Contribution	\$20,000.00
<b>TOTAL REQUEST FROM COMMUNITY PRESERVATION FUND</b>	<b>\$50,000.00</b>



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Town of Braintree  
Department of Public Works  
Recreation and Community Events Division  
85 Quincy Avenue  
Braintree, Massachusetts 02184  
Tel: 781-794-8901 Fax: 781-356-6803

Joseph C. Sullivan  
Mayor

Nelson K. Chin  
Director

July 21, 2014

Ms. Linda Raiss, Chair  
Community Preservation Committee  
1 JFK Memorial Drive  
Braintree, MA 02184

Re: Playground at Hollingsworth Park

Dear Ms. Raiss:

I am writing to endorse and support the construction of the new playground at Hollingsworth Park, located off of Pond Street behind the School Administration Offices.

The playground will be under the custody of the Department of Public Works Recreation/Community Events Division. The Department of Public Works Highway/Grounds Division will assume the ongoing routine facility maintenance of the new playground.

Should you have any questions or require further information, I can be reached at 781-794-8910 or by email at [nchin@braintreema.gov](mailto:nchin@braintreema.gov).

Sincerely,

Nelson K. Chin  
Director of Recreation & Community Events



#14-060

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

Joseph C. Sullivan  
Mayor

781-794-8100

To: Thomas M. Bowes, President of the Council  
Susan M. Cimino, Clerk of the Council  
James M. Casey, Town Clerk

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

From: Joseph C. Sullivan, Mayor

Date: September 16, 2014

Re: Funding Request for Community Preservation Project

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 SEP 17 PM 3:45

Please be advised that the Community Preservation Committee met on September 8, 2014 and unanimously voted to recommend the Town Council appropriate the following CPA funding request from the Braintree Historical Commission for the preservation and restoration of gravestones at the Elm Street Cemetery as shown on Assessors Map 2024 Plot 18 located off Elm Street under the care and custody of the Town of Braintree.

I am pleased to support the Committee's recommendation and the expenditure of these funds as they will help repair and preserve one of the Town of Braintree's most valuable historical assets. Accordingly, your review and approval of the following motion is requested:

- 1) To approve and fund the preservation of gravestones within Elm Street Cemetery

**MOTION:** In accordance with the provisions of Chapter 44B of the General Laws and with the recommendation of the Community Preservation Committee, appropriate \$170,000.00 for the conservation and preservation of the gravestones within the Elm Street Cemetery to be funded from the Community Preservation Act as follows; One hundred thousand (\$100,000.00) from the Historic Resource fund and seventy thousand (\$70,000.00) from the Unreserved Fund to be supervised and expended under the direction of the Director of Planning and Community Development.

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

ELM STREET CEMETERY  
GRAVESTONE RESTORATION  
PROJECT



Presented to the Braintree Community Preservation Committee

July 25, 2014

**BRAINTREE COMMUNITY PRESERVATION COMMITTEE  
2014-2015 APPLICATION FORM**

Project Name Elm Street Cemetery Gravestone Conservation Project

Project Location Elm Street Cemetery, Elm Street (between #25&#69)

Assessors' Plan and Plot Map 2024 Plot 18

Recorded at Norfolk County Registry of Deeds Book \_\_\_\_\_ Page \_\_\_\_\_

Category (check all that apply):

Open Space                      Number of acres in parcel \_\_\_\_\_

Recreation                      Number of acres in parcel \_\_\_\_\_

Historic Preservation

Affordable Housing              Number of proposed housing units: \_\_\_\_\_

CPA Funding requested: \$ 252,278.00

Fiscal Year Request:

2015 \$126,140.00                      2016 \$126,138.00

2017 \$ \_\_\_\_\_

Expected annual operational/maintenance cost to the town after completion of project:  
Same as is the current cost of operation/maintenance under the Division of Grounds & Cemeteries. (Include narrative explaining)

Project Sponsor/Organization Braintree Historical Commission

Contact Elizabeth Mees, Chair

Address C/o Planning & Community Development Office (Town Hall)

Day-time Phone # 781-794-8230              E-Mail [CStickney@braintreema.gov](mailto:CStickney@braintreema.gov)

Applicant's Signature *Christine Stickney Sac E. Mees*

Date Submitted 7/21/14

ACKNOWLEDGEMENT OF MEETING WITH THE PLANNING & COMMUNITY  
DEVELOPMENT DIRECTOR

Per the submission requirements on page 2:

***All applicants SHALL schedule a pre-submission appointment with the Director of Planning and Community Development and are required to include the meeting form (part of materials) at the time of application.***

Date of Meeting with Director: 7/21/14

Name of Person(s) Meeting with Director: Elizabeth Mees, Chair – BHC

Signature of Person attending Meeting: Cherise Stuckey for E. Mees

Date of signing: 7/21/14

## EXECUTIVE SUMMARY

The Braintree Historical Commission (BHC) is seeking funding from the Community Preservation Committee (CPC) to fund restoration and preservation work on approximately 261 (+/-) historic gravestones located in the Elm Street Cemetery. The Elm Street Cemetery is the oldest cemetery in Braintree and is also historically known as the First Burial Ground. Records indicate the first burial was in 1716, Elizabeth Niles. Many of the founding fathers and families would later occupy the same cemetery providing a vast history on the settlement of Braintree (1640).

In 2011, the CPC funded a "*Preservation Management Plan for the Elm Street Cemetery*" prepared by Barbara Donohue (RPA) that laid out a plan of action for the restoration of the cemetery documenting the gravestones, plot fencing, tomb doors and the cemetery perimeter fencing and landscaping. The two volume document provided an extensive review of existing conditions and an inventory of the gravestones in the cemetery. In addition to the documentation it included an existing evaluation and planning of a proposed work plan for the restoration and long term preservation of each gravestone. Ms. Donohue estimated in 2011 the cost of treatment of the 261 stones would be approximately \$200,925.00 dollars.

In 2012, the BHC made application to the CPC and received funding of \$12,000.00 to address approximately 16 of the most critical gravestones. A change order of the original contract in October of 2013 provided \$2,600.00 additional funding for four additional stones also determined to be in critical condition. In September of 2013, CPC recommended to Town Counsel that supplemental funding of \$7,500.00 be added to the project to excavate and store an additional 25 critical stones above ground during the 2014 winter season to prevent further deterioration. Those 25 stones are part of this current funding request. The BHC is eager along with Mayor Joseph C. Sullivan to address the majority of remaining stones for the overall cemetery rehabilitation, restoration and preservation.

The Planning and Community Development has prepared and solicited an "Invitation for Bid" (IFB) to obtain an actual cost for the remaining stones. For purposes of the application, staff used the original cost estimate, calculated the rate of inflation (5.8% - US Inflation calculator) for a cost in 2014 dollars. Subtracting the work accomplished to date staff arrived at funding request of \$252,278.00 for the project. The total funding request was then divided over two fiscal years (2015 & 2016) for completion of the project.

### ***Statement of Need and Cost benefit:***

In addressing the statement of need and potential cost benefit, the Town is very cognizant of the many years of neglect to the stones and the lack of general upkeep of the overall cemetery. The combination of age, environmental degradation, vandalism and litter has cumulatively taken a toll on the entire cemetery. The BHC in conjunction with the Mayor's office is considering this project along with others in the Elm Street area for the promotion of

historical tourism corridor program in Braintree. Across the street, the First Congregational Church has embraced a project known as the John Adams Park, to memorialize the Stamp Act and Braintree Instructions of both notable events with American Revolution history of the USA and Braintree. In addition to a historical corridor, efforts are underway to have the cemetery included on the National Register for the long term protection of the historical resources and significance.

Presently the Town of Braintree has one Local Historic District; the Town's Local Center Historical District is located further down on Washington Street adjacent to the Town government building which is a popular historical attraction for visitors and students of history. Investigation of this area for a second Local Historic District has been discussed the Town intends to promote this cemetery area in Braintree Square as part of its cultural heritage and an important link to the past history of the Town and general area. Originally larger in geographic area, "Old Braintree" was comprised of today's Braintree, Quincy, Randolph and Holbrook. Incorporated in 1640 Braintree became the Town it is today however has remained closely linked in history with the City of Quincy.

The City of Quincy has also initiated a historical program that involves their downtown redevelopment in the center and the restoration of Hancock Cemetery. Quincy has estimated to spend approximately \$113,000.00 on their cemetery – Preliminary discussions for a joint corridor program are a future goal of the Braintree Historical Commission in the upcoming year. The Braintree Historical Commission has initiated a public relation effort to inform residents about this valuable public area, the genealogical information of past generations that could connect residents with their heritage and encourage civic pride for historic landscapes and special places. Ideally a volunteer group to serve as "Friends of the Elm Street Cemetery" would prove beneficial to both the BHC and the DPW for the overall management of the area.

***Proposed Scope and Cost:***

The initial base cost was provided from the "*Preservation Management Plan for the Elm Street Cemetery*" prepared by Barbara Donohue (RPA) and then as described above adjusted. The Solicitation of an IFB is intended to utilize a professional historical gravestone Conservator to determine the estimated cost of the work needed for the gravestones. Referring to the Donohue Preservation Plan, stones were analyzed and assigned a priority of need (1-5). The priority listing was listed in a table in the report however in the cemetery these stones are in various locations over the 1.43 acres. Preparation of work areas and the use of manual lifts for raising the stones become problematic in planning work and mobilizing the necessary equipment. The IFB has included the list of stones and their priority label to assist interested bidders with establishing a total project cost. With an "add" alternate for also doing the priority 3 stones if funding is available would allow a greater portion of the stones to be done in a single work location that hopefully would minimize the mobilization costs and the overall bid price. Given the type of work, the bidders will be providing more information on the scope as they price the job. The perceived scope is to restore, reset, preserve as many of the priority 1-3 stones as is possible with funding perhaps in a two construction season time frame.

***Multi-year Project:***

Staff anticipates given the number of stones and each individual issue, the overall scope of work may require two construction seasons to accomplish hence the two year funding request. The BHC does anticipate future funding requests for stones identified as priority 4 and 5, as well as tombs and fencing with in and around the perimeter of the cemetery in subsequent years.

***Benefit to Town & CPA Goals:***

The benefit to the Town is the preservation and restoration of a historical significant cemetery that is over 300 years old. A valuable historic resource to both the Town and the Commonwealth, continuous neglect will only cause more deterioration and the eventual elimination of valuable part of history. The 1998 Braintree Master Plan had very limited historic goals; identified as “promote historic preservation efforts” and only the goal of “undertake actions that enhance the identity and importance of the historical buildings and locations within Braintree” appears to meet preservation and restoration of the cemetery. In addition to the Town’s Master Plan, the MA Department of Conservation Resources (DCR) highlighted the Elm Street Cemetery as a case study in *“Preservation Guidelines for Municipally owned Historical Burial Grounds and Cemeteries”* in 2009 –with suggested evaluation and recommendations. The Braintree Historical Commission on June 4, 2012 (see minutes) deemed the Elm Street cemetery historically significant enabling the cemetery to be considered a historic resource of Braintree’s history and landscape within the Town. This project meets the definition of preserving and rehabilitating a historic resource under allowable spending purposes.

This project compliments the Historic Preservation Goals outlined the CPA application. Under **Goal #1** - The Elm Street cemetery has aged gracefully but has encountered the visual impacts of environmental impacts and pressures from society. The cemetery’s close proximity to Route 3 is sure to have been an impact with the years of pollution from motor vehicles utilizing the highway. In addition vandalism and neglect have taken a toll on both grounds and individual gravestones. **Goal #2** – The Mayor’s office in conjunction with the Braintree Historical Commission and Community Preservation Committee have envisioned a historical relationship between the cemetery and the proposed Adams Park proposal that will provide a historical education on the significance of the area in the Stamp Act and the Braintree Instructions to the American Revolution and our nation’s early democracy. **Goal #3** – The Elm Street cemetery project enhances the Town’s cultural heritage as a significant landscape and sense of place as it relates to the community’s founding fathers. In addition the genealogical information of the gravestones of these early settlers is important to the understanding of the community’s ancestry. Braintree residents and others in the general public all benefit from this project not only for the historical significance but it becomes a destination place with a secondary economic benefit for local shops and eating establishments that may be frequented by visitors to the Town seeking historical tours.

**Similar Project Proposals:**

Staff reviewed the CPA database and offers the following projects – no details as to how many actual gravestones were restored were available.

Dennis	Swan Lake Cemetery	Gravestone restoration	\$22,000
Duxbury	Mayflower Cemetery	Gravestone restoration	\$58,000
Hanover	All Cemeteries	Gravestone restoration	\$160,000
Quincy	Hancock Cemetery	Gravestone restoration	\$113,000
Pembroke	Pine Grove Cemetery	Gravestone restoration	\$50,000
Weston	Central Cemetery	Gravestone restoration	\$125,000

**Multiple Project Requests:**

The Braintree Historical Commission has applied for funding in the past for Old Thayer Public Library, Union School, Historic Inventory Program and this cemetery. To date the only pending application is the Union School Assessment for consulting services that has been delayed due to staff work load. These are all continuous projects that the Commission anticipates will be future requests for funding. A future funding request will be forthcoming for construction of Phase III of the Old Thayer Public Library however we anticipate making application for March of 2015 for this request.

**Project Budget and Project Timeline:**

This type of project is unique in that the vendors who would perform such work are a small number of professionals and obtaining estimates is difficult. Staff decided to put together an Invitation for Bid (IFB) to obtain actual quotes – it has been advertised in the Central Register for solicitation on 7/30/14 with bids due 8/20/14. Each prospective bidder will provide a quote as well as a projected time frame for completion of the project. Staff anticipates if it could be awarded in September 2014 with work commencing close to this time it would take at a minimum a year and a half or possibly two years – 2016. It is hard with this type of project and the craftsmanship required of each stone to have a defined project timeline.

The request funding of \$252,278.00 was derived from the original Preservation Management Plan referenced minus the work accomplished to date and an inflation factor applied. Under the Office of the Inspector General the value of a contract can only increase 25% so staff included a buffer should it become necessary for any change orders.

**Maintenance:**

Braintree has presently a Department of Public Works with a Division of Grounds and Cemeteries that is responsible for the operation and upkeep of the Town's cemeteries. Elm Street is one of the cemeteries maintained by this Division. The Preservation Maintenance Plan referenced earlier for the Elm Street cemetery devoted an entire section of recommendations for how the cemetery should be cared for and maintained. Given the older age of many of the gravestones the care in this Town cemetery needs to be more hands on than the use of large

equipment. Discussions with the DPW have been underway to have more attention paid to the routine maintenance. Selective mowing, pruning, prevention of erosion/sedimentation and overall maintenance will need to be established in a specialized in program to ensure lasting value of the restoration work.

***Copy of Deed:***

In the “*Preservation Management Plan for the Elm Street Cemetery*” prepared by Barbara Donohue (See – page 3), Ms. Donohue notes her research on the property that eventually lead to manuscript records archived at the First Congregational Church that provided some records of burials dating back to 1708. Discussions with the Town’s Deputy Assessor clearly indicates there are no records in the Town Archives for such an old piece of property and extensive research would be necessary through the register of deeds by a professional title examiner. Ms. Donohue clearly provides a historical time line of dates.

***Description of the property:***

Although not a legal description the cemetery is comprised of 1.43 acres of land zoned Residence B. The main entrance of the cemetery is on Elm Street/Railroad St., the cemetery spans 200’ LF along Elm Street. An additional access point is off Hooker Street and is approx. 30’ LF wide. The cemetery is rectangle in shape extending between 300’- 400’ LF along the sides and 165’ for a width in the rear. Adjacent properties have parking areas that abut up to the cemetery that could also be access by foot crossing private property to reach the cemetery.



End

Selective Portion of  
*Preservation Management Plan*  
*2011*

Prepared by Barbara Donohue

**Preservation Management Plan  
for the  
Elm Street Cemetery  
Braintree, Massachusetts  
Volume I: Report**



**Prepared for:  
The City of Braintree  
Braintree, Massachusetts  
February, 2011**

**Barbara Donohue, RPA**

**Cultural Resource Consultant**

In addition, while wrought iron is easy to weld because of its low carbon content, cast iron contains up to 4% carbon and is difficult to weld. Welding on cast iron should be done only by firms specializing in this work and capable of preheating the elements.

When used, welds should be continuous and ground smooth, in order to eliminate any gaps or crevices. When finished, it should be difficult to distinguish the weld — the original metal should blend or flow directly into the reattached part.

Another problem observed is the burial of the bottom fence rail in soil. In such cases moisture is held against the ironwork, promoting extensive corrosion.

When the fence is buried in the soil all that needs to be done is to resculpt the ground, lowering it below the bottom rail. This can not only resolve the corrosion problem, but can also promote better drainage away from the ironwork.

### *Specific Findings*

The stone by stone assessment identified 261 stones, fences, and tombs evidencing deterioration. If the boundary walls and fences were added (costs have not been calculated for these three objects), the number would increase to 264. The estimated treatment cost for the 261 objects is \$200,925. While a very large sum, this represents the cost of decades of deferred maintenance. It also provides some indication of the overall condition of the objects that comprise this burial ground and should provide some indication of the urgency. Without these treatments the cemetery will continue to deteriorate; eventually it will be impossible to recover from the gradual loss of stones and ironwork.

The older or northern half of the cemetery contains 172 objects requiring treatment, compared to only 89 in the newer section. While some of this is the result of age differences, with older objects often fairing more poorly than newer, another significant factor is the removal of footstones from graves in the older section. Sixty-four of the 172 objects are footstones that require appropriate resetting. Had these footstones not been moved for the convenience of mowing, this old section would have contained only about 108 objects requiring treatment.

In spite of the numerical difference, the treatment cost for the southern section is \$106,950, compared to only \$93,975 in the older, northern section. The reason for this difference is that the newer section, with considerably more marble stones, reveals more significant deterioration. In addition, two of the three tombs requiring repair are located in the new section, as are all of the assessed fences. The new section contains considerably more variability — and hence a greater maintenance cost.

It is also important to observe that nearly 43% of the assessed objects have a treatment priority of 1 — indicating that the deferred maintenance practices have reached a critical point where failure to act will result in significant and irrecoverable losses to the cemetery.

These Priority 1 repairs have a cost of \$110,300 and represent what the town should seek immediate funding to cover. The Priority 2 repairs are nearly as critical and represent a total cost of \$86,525. Priority 3 repairs, which could be postponed for several years, account for only 17 objects and have a cost of only \$4,100 (Appendix D). Clearly there is a need for immediate action.

### *Recommendations*

**All work in the cemetery should be conducted by trained conservators who subscribe to the Code of Ethics and Standards of Practice of the American Institute for Conservation of Historic and**

**Artistic Works (AIC). This should be the minimum level of competency required by the town on all projects.**

**There are some treatments, such as resetting, that can be undertaken by volunteers or town staff with training and oversight. The town, however, should not attempt repairs beyond the skill level of the individuals available.**

**The city should strictly limit replacement of historic fabric and require that all such modifications receive approval.**

**Many of the marble stones may warrant consolidation using HCT and perhaps OH100 if moved off-site. These treatments would help the stones better weather the acid rain and reduce loss of carving detail and inscriptions.**

**Cleaning is necessary of those monuments exhibiting heavy lichen growth obscuring the inscription. This cleaning may be done by town staff as long as it is conducted in a manner that does not endanger the stone or eliminate the stone's patina. We recommend the use of D/2 Biological Solution and soft scrub brushes. Pressure washers must NOT be used.**

### 3.8 Priorities and Funding Levels

#### *Recommended Priorities*

Table 3.7 lists the recommendations offered throughout this assessment, classifying them as a *first*, *second*, or *third* priority.

*First priorities* are those we recommend undertaking during the current fiscal or calendar year. Some are issues that have the potential to affect the public health and safety and consequently require immediate attention. Most, however, are planning issues that require immediate attention to “set the stage” for future actions. We strongly believe that most cemetery projects fail through inadequate or inappropriate planning – thus, we recommend in the strongest possible terms that the town engage in the necessary planning to help ensure success.

*Second priorities* are those which should be budgeted for over the next 2 to 3 years. They represent urgent issues that, if ignored, will result in both significant and noticeable deterioration of the Elm Street Cemetery as a historic resource.

The most costly of these actions will involve the conservation treatments. These costs are the result of critical maintenance actions being deferred. As a result, many of the stones are today at a crossroad. If appropriate conservation treatments are not undertaken, it is likely that many of the stones in the Elm Street Cemetery will be forever lost.

*Third priorities* are those that may be postponed for 3 to 5 years. They are issues that can wait for appropriations to build up to allow action. However, since the cemetery care fund is reported to contain upwards of \$700,000, there is no legitimate reason for the town to postpone these actions for long. Some actions are also less significant undertakings that require other stages to be in place in order to make them feasible or likely to be successful. Although they are given this lower priority they should not be dismissed as trivial or unimportant.

Table 3.7. Prioritization of Recommendations

Priority	Recommendation
<b>First - this fiscal or calendar year</b>	<p>1.1 All decisions regarding modifications, alterations, additions, or other actions affecting the Elm Street Cemetery should be carefully evaluated against the Secretary of the Interior's Standards for Preservation. (<a href="http://www.nps.gov/history/hps/tps/standguide/preserve/preserve_standards.htm">http://www.nps.gov/history/hps/tps/standguide/preserve/preserve_standards.htm</a>).</p> <p>1.2 At one or more times in the past the Town has inappropriately removed tombs from the cemetery landscape, dramatically altering the appearance of the cemetery and affecting significant original historic fabric. Such actions are detrimental to the long-term preservation of the cemetery and its historic significance. The actions are also disrespectful to those buried in the cemetery. Special care should be taken to protect all remaining historic fabric and the context.</p> <p>1.3 Braintree should expand its existing city code to include specific provisions including limiting the placement of markers without permission, establishing the hours the cemetery grounds are open, and establishing penalty provisions. The city should also establish a decoration policy specifying how long flowers and other decorations may be placed on graves and limiting the types of decorations.</p> <p>1.4 The cemetery is being inappropriately used by dog owners, who are allowing their animals to run off-leash. Dogs are urinating on stones and feces are not being picked up. The cemetery should be clearly posted prohibiting any animals except service animals - and this must be enforced by the town.</p> <p>1.5 The town should evaluate its procedures for handling perpetual care funds to determine if they are consistent with good cemetery practice, as well as the General Laws of Massachusetts. Perpetual care funds should be escrowed in some fashion and invested to maximize the return, ensuring that the cemetery has a long-term financial support.</p> <p>1.6 Loose ironwork should be secured using woven stainless steel wire or collected and safely stored until repair is funded.</p> <p>1.7 Proper maintenance and upkeep of Braintree's cemeteries requires at least one three-person crew working year-round. We recommend hiring to achieve that level of cemetery staffing. In addition, this crew should be dedicated solely to cemetery needs and activities. The Supervisor should work in the field with the crew.</p> <p>1.8 The planned landscape has been damaged by improper tree and shrub removal. It is necessary to institute a program that replants the cemetery, restoring its original design and beauty.</p> <p>1.9 The use of large deck mowers in the cemetery is causing damage to monuments and the practice must be stopped. Only 21-inch walk-behind mowers should be used on the cemetery grounds. All mowers should be fitted with closed cell foam bumpers to reduce accidental damage to the stones. These bumpers should be inspected on a weekly basis and replaced as needed.</p> <p>1.10 Mower blades should be periodically sharpened to prevent the tearing of the grass stems evidenced during this assessment.</p> <p>1.11 The nylon trimmer line being used by the town currently is too heavy and is resulting in damage to monuments. The existing 0.095" line must be replaced by line that is not over 0.065".</p> <p>1.12 The water bib in the cemetery should be inspected and repairs made if necessary. Consideration should be given to replacing the existing bib with a freeze proof, lockable faucet, eliminating the need to drain the line during the winter.</p> <p>1.13 The cemetery evidences weedy trees and brush, particularly along the walls, that need to be removed before they cause damage to the wall or nearby monuments. Their existence reveals that those performing cemetery maintenance are either not adequately trained or that the staffing is too low. This requires immediate attention.</p>

**PRESERVATION ASSESSMENT**

**Table 3.7. Prioritization of Recommendations, Cont.**

Priority	Recommendation
<b>First - this fiscal or calendar year, cont.</b>	<p>1.14 Shrubbery is not common, but the little still present is being mowed over or sheared using a nylon trimmer. There is much damage as a result. These practices must cease immediately. If the town cannot devote trained staff to care for the shrubbery, a contract should be let specific to this purpose.</p> <p>1.15 Poison ivy in the cemetery requires hand clipping following by painting of an herbicide on the cut stem.</p> <p>1.16 Highways and Grounds should develop a maintenance schedule for the Elm Street Cemetery to ensure that all aspects of the cultural landscape are appropriately maintained on a regular basis.</p> <p>1.17 Trash is a problem throughout the cemetery. The property should be more frequently inspected for trash and trash should be collected prior to mowing. Staff should also be aware of items discarded in the cemetery and remove them at once. While trash containers may not be critical currently, they may become necessary with increased visitation.</p> <p>1.18 All work in the cemetery should be conducted by trained conservators who subscribe to the Code of Ethics and Standards of Practice of the American Institute for Conservation of Historic and Artistic Works (AIC). This should be the minimum level of competency required by the town on all projects.</p>

Table 3.7. Prioritization of Recommendations, Cont.

Priority	Recommendation
<b>Second - over next 2 to 3 years</b>	<p>2.1 We recommend that a multifaceted approach against vandalism be taken. Specific steps include: educate staff to recognize and report vandalism; create a friends group to assist in patrolling the cemetery; contact residents adjacent to the cemetery and ask them to report suspicious activities in the cemetery; develop a form specifically for cemetery-related vandalism; immediately report all vandalism to the police and insist on investigation; and establish a procedure to repair all vandalism quickly.</p> <p>2.2 The remnant features of destroyed tombs, such as their iron doors, must be identified, cleaned and conserved, and replaced in the cemetery as commemorative markers.</p> <p>2.3 The Hon. E. Thayer Tomb requires repointing using mortar on the sides and rear, while the front requires repointing using lead. The door must be excavated, cleaned, and conserved. If steps are present, they will require evaluation and possible treatments. The interior of the tomb should be assessed for water migration, settlement cracks, or other problems.</p> <p>2.4 The S.V. Arnold tomb requires repointing. The graffiti on the lintel above the door must be removed. The door must be excavated, cleaned, and conserved. If steps are present, they will require evaluation and possible treatments. The interior of the tomb should be assessed for water migration, settlement cracks, or other problems.</p> <p>2.5 The Vinton tomb requires repointing. The extant steel door replacement should be removed and a marble sheet installed to better match the original door. The interior of the tomb should be assessed for water migration, settlement cracks, or other problems.</p> <p>2.6 The Elizabeth Niles tomb requires repointing. The slate tablet break should be infilled with Jahn M160 to prevent water intrusion. The graffiti on the side of the tomb must be removed.</p> <p>2.7 The Elm Street Fence has received inadequate maintenance and today requires extensive work. Minimally, the fence should be garnet grit blasted to remove corrosion and adhering paint, caulked, and repainted. Missing elements should be replaced where possible and broken or inappropriate welds should be repaired.</p> <p>2.8 The perimeter fence is in even worse condition with many of the fence panels missing and much of the mounting hardware too corroded for use. Consequently, the mounting braces and central panel supports will require recasting. The fence requires painting. Downed sections should be replaced to deter hopping the wall at the southwest corner.</p> <p>2.9 The Vinton Fence requires that downed bars be welded and refitted using lead pointing. The fence requires painting. One bent bar will require straightening.</p> <p>2.10 The Arnold Family Plot Fence is missing many elements, but these can be readily replaced, set in lead pointing. The fence requires repainting and at least one bar requires straightening.</p> <p>2.11 The Charles French Plot is the only chain fence still identifiable in the cemetery. Replacement eye bolts must be set using lead. Existing and replacement chain should be painted and rehung.</p> <p>2.12 The perimeter granite wall is in fair condition, although much of the wall has been damaged by inappropriate pointing with a hard Portland cement. The walls require repointing and two damaged areas will require that displaced stones be reset.</p> <p>2.13 Technicians and the supervisor should be encouraged to become certified by PLANET (or some similar local organization) in categories such as Landscape Technician - Exterior, Turfgrass Professional, or Ornamental Landscape Professional. The town should work to ensure continuity of the staff by providing appropriate pay levels, fringe benefits, and educational opportunities (such as certification opportunities).</p>

Table 3.7. Prioritization of Recommendations, Cont.

Priority	Recommendation
<p><b>Second - over next 2 to 3 years</b></p>	<p>2.14 Soil analysis has been conducted and reveals that adjustments are necessary for the turfgrass. Fertilization should be organic, slow release in order to minimize salt damage to the stones.</p>
	<p>2.15 Limited pre-emergent and post-emergent weed control should be instituted at the cemetery, taking care to avoid stones. The herbicides will affect the stones and this work will need to be very carefully done to ensure that the stones are not damaged. However, a better stand of turf will reduce the overall maintenance cost of mowing.</p>
	<p>2.16 The cemetery soil is compacted and we recommend at bi-yearly hollow tine core aeration. After several years it may be possible to aerate once a year.</p>
	<p>2.17 Leaves and debris must be collected prior to mowing. Currently it appears that leaves are largely ignored and trash is mowed over. These practices degrade the cemetery and must be stopped.</p>
	<p>2.18 Regulatory signage is critical at the entrance to the cemetery. It should minimally deal with proper care of the monuments, prohibiting rubbings and warning visitors of their fragile condition; it should clearly state the hours the cemetery is open; it should prohibit certain behaviors and actions, such as use of alcoholic beverages; it should prohibit pets; it should establish simple guidelines for plantings, as well as the placement and removal of floral and grave decorations; and it should include contact and emergency information.</p>
	<p>2.19 The garden and flagpole in the cemetery are out of place and detract from the historic significance of the site. They should be removed and, if desired, relocated at the Plain Street Cemetery.</p>
	<p>2.20 There are some treatments, such as resetting, that can be undertaken by volunteers or town staff with training and oversight. The town, however, should not attempt repairs beyond the skill level of the individuals available.</p>
	<p>2.21 Cleaning is necessary of those monuments exhibiting heavy lichen growth obscuring the inscription. This cleaning may be done by town staff as long as it is conducted in a manner that does not endanger the stone or eliminate the stone's patina. We recommend the use of D/2 Biological Solution and soft scrub brushes. Pressure washers must NOT be used.</p>
	<p>2.22 The historic landscape has been severely damaged by the inappropriate removal of trees, shrubs, and even below ground tombs. This practice must cease immediately and an effort to restore the damaged landscape is a critical priority.</p>
	<p>2.23 Tree and shrub selection within the cemetery should be focused on historically appropriate species, based on identification of either original planting lists, replication of identified historic species in the cemetery, or using period lists. Species should, however, be evaluated to eliminate those with problems such as suckers, surface roots, inherent weakness, etc. The town should develop a tree plan to ensure that when any tree must be removed, an appropriate replacement is planted in its place.</p>
	<p>2.24 All replacement trees should be of at least 1-inch caliper and meet the minimum requirements of the American Nursery and Landscape Association's American Standard for Nursery Stock (ANSI Z60.1-2004). Nursery stock should be carefully inspected and specimens with wounds, crooked or double leaders, broken branches, or girdling roots should be rejected.</p>
	<p>2.25 Trees within the cemetery should be fertilized on a routine basis. This will require that soil testing be conducted every 3-5 years. The results should be evaluated by an ISA Certified Arborist. All trees should be inspected yearly and after any storm with winds in excess of 55 mph.</p>

Table 3.7. Prioritization of Recommendations, Cont.

Priority	Recommendation
<b>Second - over next 2 to 3 years</b>	2.30 The town should begin conservation treatments of Priority 1 and 2 stones in the cemetery. Appropriate phasing may involve separating the two cemetery sections into different project phases or separating small monuments from fences and tombs.

**PRESERVATION ASSESSMENT**

**Table 3.7. Prioritization of Recommendations, Cont.**

Priority	Recommendation
<p><b>Third - over next 3 to 5 years</b></p>	<p>3.1 The cemetery is underutilized by the public, largely because it is poorly promoted by the town. Efforts should be made to better promote the history of the Elm Street Cemetery and encourage additional visitation. There is no interpretative signage or brochure. Both could be used at the cemetery to encourage more effective use of the facility and help ensure its preservation. Development of a brochure is relatively cost effective and should represent an immediate action, followed by on-site signage as funding allows. The brochure should include more information on the cemetery landscape, stone carvers, funerary customs, and reasons that a visitor should be interested in the individuals buried in the cemetery, as well as providing the cemetery regulations.</p> <p>3.2 The town should explore options for making the cemetery accessible. Options include on-line virtual tours and interpretative plaques mounted at the sidewalk entrances.</p> <p>3.3 The town's website provides no information concerning the cemetery, its history, landscape, care, or regulations. The town is missing an exceptional opportunity to engage an increasingly web savvy public in the cemetery's care and preservation. The addition of genealogical information could also be of immense interest to historians and family researchers. The town could also better promote the cemetery as a tourism resource.</p> <p>3.4 We recommend a gradual program of turf renovation until sustainable stands of a single turf are achieved.</p> <p>3.5 The Cemetery evidences a number of tree maintenance issues, likely the result of inadequate staff. There are trees in the cemetery that require pruning for thinning or cleaning. These issues should be dealt with immediately. A contract should be awarded to an ISA Certified Arborist for the work.</p> <p>3.6 Stone recommended for treatment should be funded. This can most economically be conducted as one contract conducted during the fall, summer, or spring.</p> <p>3.7 Many of the marble stones may warrant consolidation using HCT and perhaps OH100 if moved off-site. These treatments would help the stones better weather the acid rain and reduce loss of carving detail and inscriptions.</p> <p>3.8 The Town should complete all conservation treatments to monuments, fences, walls, and tombs. A program of periodic inspection should be established to ensure that routine maintenance is not deferred.</p>

Massachusetts's lawmakers were progressive and in 2000 saw a need to ensure stable funding in order to preserve open space and fund historic preservation. As a result, the Community Preservation Act as passed, allowing communities to devote some portion of their property tax revenue to these goals. In 2002 Braintree accepted this invitation and allocated 1% of its property tax to the initiative. Braintree's Planning and Community Development Office oversees these funds.

With the 2010 FY budget projecting property tax revenues of about \$64,500,000, this would provide about \$645,000 for projects such as the Elm Street Cemetery. We strongly recommend that the cemetery begin receiving substantial funding from these funds for preservation activities recommended by this study. This is critical step in the long-term preservation of the Elm Street Cemetery.

Budget estimates are offered only for direct conservation issues (in the appendix of treatment recommendations) and reflect 2010FY costs. No budgets are offered for other tasks since this is beyond the scope of this assessment.

Just as parks or water service or police protection have yearly costs, so too do historic resources. Preservation costs must be continuous. The town cannot, every few years, suddenly remember the cemetery and devote attention. The cemetery must receive constant and on-going care and preservation efforts. The central problem is that Braintree has, for years, deferred these costs, creating cumulative problems that now must be addressed or else the resource will be so degraded that its continued significance to the community will be doubtful. Significant damage has already been done to the cemetery by the demolition of tombs and dramatic alteration of the landscape. Actions such as these must not be allowed to continue. The Elm Street Cemetery is an exceptional and unique resource and it deserves every possible effort to ensure its long-term preservation.

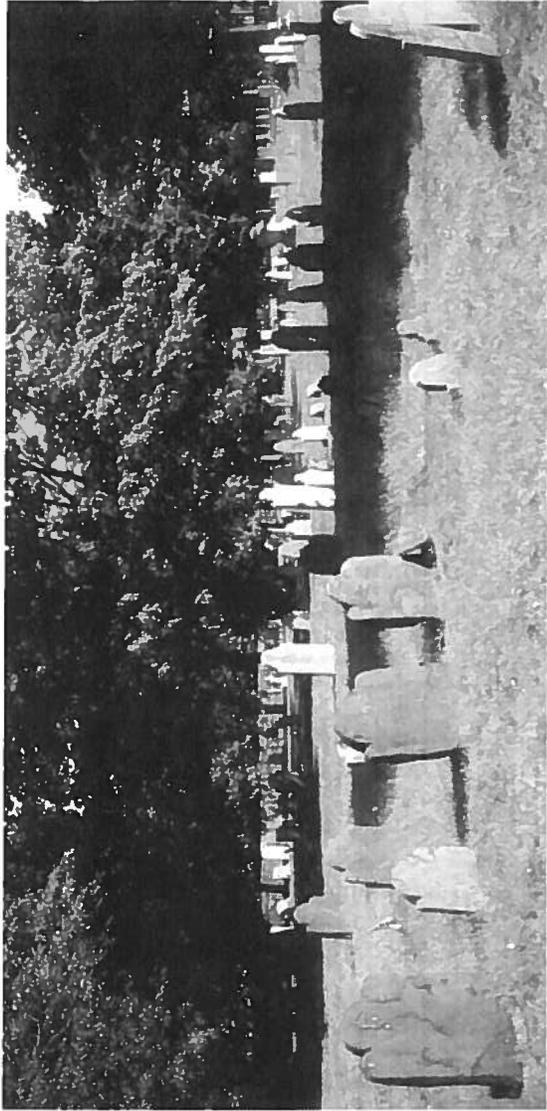
Selective Portion of  
*Preservation Guidelines for Municipally  
Owned Historical Burial Grounds and  
Cemeteries*

*2009*

Prepared by DCR

National Register Status: *Inventoried,  
Recommended Eligible  
Cemetery Commission  
Inactive  
Fair*

Current Management:  
Status:  
Condition:



*View from north to interior of cemetery*

## ELM STREET CEMETERY

BRAINTREE, 1716

Located on Storrs Square on the south side of Elm Street opposite the First Congregational Church [formerly the Second Parish Church] and near the Southeast Expressway [route 3], this 1.4 acre historic cemetery also known as First Burial Ground and First Parish Cemetery has a decorative Gothic Revival iron fence facing Elm Street.

Stone walls separate the gently sloping rectangular site from residential and commercial uses on the other three sides. The perimeter stone wall was erected in 1747. Christopher Thayer fenced the site with a stone wall in 1783 in return for the privilege of pasturing calves there as payment. The cemetery was enlarged in 1824 when Dr. Stephen Thayer removed the old board fence on the north side and erected a stone wall in its place, added two stone posts and a gate, and other repairs in return for the pasturage for calves and sheep as well as the privilege of a tomb for \$3 and a passage way on the west and south 9' in width forever for that purpose. The 5 granite posts bisecting the cemetery today may indicate the former limits of the original cemetery.

Settled in 1634, Braintree was incorporated as a town in 1640. A committee was appointed to establish a burying ground in 1713 and a site purchased for 10 pounds in 1716. It was the first burial ground in town, i.e., the South or Middle Precinct. Virtually all of the families of the old Middle Precinct are represented in Elm Street Cemetery including Revolutionary War veterans. The first burial was in 1716, Mrs. Elizabeth Niles, the wife of the first pastor, Rev. Samuel Niles, with stones over the grave as a protection against wolves. The Puritan vision portrayed on the 1768 stone of Lt. Nathaniel Thayer is one of the most noted in the cemetery.

Church leaders interred here include Rev. Ezra Weld in 1811, Rev. Dr. Richard Salter Storrs in 1873 and Rev. Winfield Holland in 1934. Gen. Sylvanus Thayer was also buried here near his parents in 1872. He was later moved to Memorial Cemetery at West Point in 1877. There is also a handsome granite monument for Benjamin Vinton French, founder of the Massachusetts Horticultural Society, 1791-1860, although he is actually buried in a tomb.

For many years the church sexton shared in the responsibility for the upkeep and use of the cemetery. In 1892 the First Parish Association incorporated for the purpose of establishing a fund to provide for the care and repair of the old burial ground. The town acquired the property and funds of the cemetery in 1964. The latter was reputedly placed in the general fund and lost for use in care of cemetery. The site is now cared for by the town Cemetery Commission.

## LANDSCAPE CHARACTER, LAWNS AND VEGETATION

### Landscape Character

#### *Issues*

The character of the old burial ground changed in 1835 [only a few years after the founding of Mount Auburn Cemetery] when it was decreed that "any person or persons may plant trees or shrubbery on the Parish grounds under direction of the superintendent of the burying grounds provided the same is done without any expense to the Parish." This decision ultimately created a Victorian landscape character with a variety of plant materials. That character extends throughout the site although most of the "shrubby" is now gone and the taller vegetation is primarily deciduous.

Although the entire cemetery parcel was assembled prior to the founding of Mount Auburn Cemetery, the southern half of the property has more of the cemetery character of a site developed in concert with the changes instituted by Mount Auburn. While the northern half of the site contains most of the older grave markers, it has been overlain with more contemporary vegetation.

#### *Recommendations*

Because this is an urban cemetery with adjacent buildings in close proximity, a more heavily vegetated landscape like that associated with Mount Auburn is advantageous in that it can assist in screening incongruous buildings from a visitor experience. Vegetation in the northern half of the site should be concentrated on the east and west sides to provide that screening benefit while allowing an open expression towards Elm Street. Vegetation in the southern half of the site should have more of the Victorian character associated with cemetery development of that era.

### Planting

#### *Issues*

While there are 31 trees growing in the site including 10 species, Norway Maples make up 40% of the total. Large deciduous trees include 2 American Horsechestnut, 1 Littleleaf Linden, 12 Norway Maple, 1 Sugar Maple and 4 Black Oak. A Littleleaf Linden has the largest trunk diameter. The tallest and broadest tree is a Sugar Maple. Small deciduous trees include 1 Black Cherry, 1 English Hawthorn and 2 Japanese Maple. Large evergreen trees include 2 White Cedar and 4 Colorado Blue Spruce. The average tree diameter is approximately 20". In addition to a large Rosebay Rhododendron, shrub and ground cover varieties include Black Chokeberry, Honeysuckle, Periwinkle, Rose, Snowberry, Spiraea and Yucca.

The trees are in fair to poor condition as observed by short annual terminal shoot growth, size of bud, accumulation of dead branches, percentage of crown deterioration [die back], decay throughout the main stems of tree structures and surface root loss or damage. Some of the trees are codominant and have a multitem structure making them subject to large branch failure. Located in an urban environment where people constantly walk through the area, soil compaction is a problem stressing these trees. The area does not appear to have drainage problems that would affect tree roots.

Three trees have extensive decay throughout their main stems and present a high risk of possible failure. Branches have failed and left open wounds allowing fungi to enter. Older trees under stress do not compartmentalize fast enough to slow the spread of decay and large branch failure is common. Nine other trees are too close to a wall or grave marker, have declined in health more than 50% and/or have problematic roots.

Three trees have structural growth problems with main stems that have forked branches. As they grow larger, failure at the fork leaves the tree lopsided and prone to decay fungi. Installation of support systems such as galvanized steel eyebolts and 7 strand cable helps prevent large branch and main stem failure.

There are trees with a large amount of dead wood throughout their crowns presenting hazardous conditions for people passing through. These trees are under stress.

#### *Recommendations*

In order for these trees to survive, a safety and plant health care program should be implemented as soon as possible. Because of poor structural condition, decline in health and/or closeness to grave markers, stone walls or fences, 11 trees are recommended for removal. Trees that have structural problems from decay should be removed as soon as possible or the area should be fenced off to keep people from walking beneath or near the trees.

To improve the health of the remaining trees some arboricultural services are recommended. Dead and dying branches 2" in diameter and larger should be pruned out. To help prevent large branch failure three trees should have support cables installed. All trees should be fertilized with a slow release fertilizer that has a 3-1-1 ratio of macronutrients. All trees should be inspected on a periodic basis to insure a safe environment and preservation of the trees.

#### *Volunteer Growth*

##### *Issues*

Volunteer Sumac, Cherry saplings and bramble type plants are growing in the southwest corner and adjacent to the Arnold Mound tomb.

##### *Recommendations*

Remove all weed trees and volunteer growth. All underbrush around the trees, walls and grave markers should be removed to ground level once a year.

#### *Lawns*

##### *Issues*

Lawn areas are in fair to poor condition with moss and herbaceous weeds evident in numerous locations as well as uneven settlement with many depressions and slightly mounded areas and some surficial erosion. It is evident from the types of weeds growing in the grass that the soil is deficient in nutrients and/or has a soil pH problem. Evidence of grubs was also present.

##### *Recommendations*

Restore and repair lawn areas.

#### **ACCESS AND SECURITY**

##### *Pedestrian and Universal Access*

##### *Issues*

There are two points of pedestrian access from Elm Street at northeast and northwest corners of the site, immediately adjacent to the vehicular entrances. The pedestrian passages are too narrow for universal access with only a 20" wide clearance. Gradients inside the cemetery are gently sloping and acceptable for universal access.

##### *Recommendations*

No changes are recommended for pedestrian access. Universal access should continue to rely on vehicular access routes.

##### *Vehicular Access*

##### *Issues*

There are two points of vehicular access from Elm Street at northeast and northwest corners of the site with 9'-6" clearance.

##### *Recommendations*

This system appears sufficient for the visitation requirements and no changes are recommended.

##### *Security*

##### *Issues*

While the entire perimeter of the site is walled and/or fenced, numerous sections of fence are missing and much of it is too low to prevent unauthorized access. Pedestrian access ways are always open.

##### *Recommendations*

Improve security measures to reduce the destructive aspects of vandalism.

## VANDALISM

### *Issues*

The impact of vandalism is apparent with a number of toppled and broken grave markers particularly at the rear or south end of the site. In addition to broken glass from beer and alcohol bottles, there is paint graffiti on a box tomb, the entrance gateway and perimeter stone wall. The site is used as a short cut by adolescents who climb over the wall at the southwest corner. A section of dismantled fence forms a bridge between an adjacent roof and the top of the west perimeter wall. Indigents have reportedly used the Vinton Tomb also at the south end of the site.

### *Recommendations*

While vandalism may not have been a significant issue in recent years, the illicit activities on the south side of the property should be curtailed before vandalism once again becomes significant inside the site. Active police patrol and control are recommended to eliminate this threat. Repair grave markers and remove the broken glass and paint graffiti.

## CIRCULATION SYSTEMS AND MATERIALS

### *Circulation Systems*

#### *Issues*

Although the site has a relatively regular and rectangular layout, there is no apparent formalized circulation system inside the cemetery.

#### *Recommendations*

Maintain the existing informal system.

#### *Steps*

#### *Issues*

The only steps inside the cemetery are related to some of the family plots.

#### *Recommendations*

No improvements are recommended.

### *Pavement Materials*

#### *Issues*

All surfaces inside the cemetery are lawn with no defined circulation system.

#### *Recommendations*

Surface materials should remain grass until visitation reaches the point where it is no longer practical to maintain lawn. At that time a paved path system should be considered.

## GRAVE MARKERS

### *Headstones and Footstones*

#### *Issues*

This Cemetery contains between 650 and 750 markers as well as about 20 obelisks. The older northern half of the cemetery contains approximately 266 graves, 135 of which have burial dates through the 1700s. This area primarily contains the older slate markers and some have footstones associated with them. The southern half of the cemetery has primarily marble markers with some slate and granite. There is also a flush rusting iron plate with names near the center of the site. Closed in 1886, there were a few burials after that. 1963 was the most recent death date found in a brief examination.

Over 300 of the markers are slate, and there are 30 or more fragments of old slate partially buried in the ground. For the oldest and perhaps most historically valuable stones, the slate tablets, conditions include the usual splitting, tilting, scarring from weed whackers and breakage. The worst situation, however, is that of slates which are both broken and partially buried in the ground. There may be more slate fragments just below the present ground surface. Earth is piled up against some slates, perhaps intentionally as a means of providing support to keep them upright.

## **Historical Significance**

**Braintree Historical Commission Minutes  
June 4, 2012**

**Braintree Historical Commission**  
Minutes  
**June 4, 2012**  
Town Hall – Johnson Chambers

**Present:** Elizabeth Mees (Chair) Kate Nedelman-Herbst  
Ron Frazier Al Varraso

**Absent:** Paul Carr

**Also Present:** Christine Stickney, Director of Planning and Community Development

Meeting convened at 7:00 PM

Elm Street Cemetery – Headstone Restoration Project

Ron Frazier had introduced this project at the last meeting and tonight he provided members with additional information on the “Thayer stones” and estimates for each. Members reviewed the handouts and these two additional handouts as to the stones proposed and the estimated cost of restoration. Ron would like this to be submitted as a CPA Application for the fall round. Christine expressed a concern that are these stones considered private property and the families need to be consulted? Also she commented a vote relative to the historical significance should be taken and explained when a vote is put forward to submit an application. Kate Nedelman Herbst suggests a notification could be put in the Forum that this is a proposed project. Ron suggested it be as simple as the BHC is starting work as recommended under the Elm Street Management Plan which includes the most endangered stones and historically significant. Ron agreed to draft something and forward to Christine for the Forum. Kate Nedelman Herbst **MOTION** to approval submittal of a CPA application for restoration of the stone markers at the Elm Street as specified in the materials provided for funding of \$11,000.00 conditional on 1) a notification in the Forum as discussed and 2) that the BHC vote approval of the historical significance of the project, seconded by Ron Frazier – Unanimously voted.

Members discussed the historical significance of the project as demonstrated in the Management Plan, its history and MHC involvement in noting it as one of the oldest cemetery and its location in one of the oldest historically significant town centers. Ron Frazier **MOTION** to deem the project historically significant based upon the following reason; it has been recognized by Mass Historical as a historically significant Town cemetery; it is one of the Town’s original cemeteries dating back to 1800’s; the cemetery’s location in the Braintree Center was the original gathering area of a number of historic events including John Adams stamp act speech; the inventory of deceased occupants as identified in the Elm Street Management Plan all together substantiate the historical significance of this preservation and restoration project, seconded by Kate Nedelman Herbst – unanimously voted.

Christine asked if Ron could assist in the preparation of the CPA application.

Local Historic District – Town Council

Christine provided members with the map and bylaw amendment as sent to the Town Solicitor for the inclusion of the Gallivan and Bean Park into the district. Currently, it is in the Mayor’s office and hopefully will be sent to Town Council shortly for action. Ron Frazier and Elizabeth Mees questioned if the ordinance amended was the latest version. Christine felt she had the most up to date version however Ron Frazier felt it had been changed – Discussion on “roofs” in the exclusion section appeared

Page 2 – CPA Minutes 6/4/12

to be different. Christine added if members found something different to let her know so it can be addressed at this point before moving through the approval process with the Council. Christine agreed to send the Town Meeting articles referenced in the ordinance to the members.

Old Business:

**Update on CPA Applications:** Christine reported the Old Thayer Library (\$116k) was approved and is scheduled for consideration by the Council on 6/19 and probably Ways & Means the same night. The Gallivan House has been before the CPA at their last meeting and additional information is needed they return to the CPA on 6/11 for discussion. Union School needs some additional information and will most likely appear before the CPA in July or August.

**Gallivan House – CPA Request:** Christine reported the CPA Chair has asked for a more detail explanation of the BHC vote to deem the Gallivan House as historically significant. The Chair agreed she has can put something together and get it over to the CPA prior to their next meeting. Discussion on the BHC role in reviewing the materials for the roof may be required and members questioned how it pertained to the ordinance.

**Old Thayer Library:** Christine gave a brief update on the contractor's progress with the building, issues that have arisen to date and the projected schedule.

**Acknowledgement of the Culkins:** Elizabeth questioned if the BHC should have a set of criteria for consideration of acknowledgement before going forward on this particular property. Ron Frazier commented that they have done a lot of work however he is unsure if it historical accurate citing the columns and gold rings. Members discussed what other communities do and if it should be investigated further – Christine noted she had an intern coming in June to help the department – this would be a good project. This matter was put over until the end of the summer for further discussion.

The Historical Significance matter was tabled for next meeting

Other: Kate Nedelman Herbst asked about the status of the Demolition Delay bylaw – Christine believes it is still with the Town Solicitor but will check. Ron Frazier commented on the CPA membership and his feeling that a BHC member should be on the CPA committee. Christine noted that this is an issue with the Mayor's office since members are appointed.

Administrative Matters:

Members agreed to hold a meeting on November 13, 2012 and their summer schedule of 7/30/12

Al Varraso **MOTION** to accept the minutes of 5/7/12, seconded by Ron Frazier – unanimously voted.

Al Varraso **MOTION** to adjourn the meeting, seconded by Kate Nedelman Herbst – unanimously voted.  
Meeting adjourned at 8:05PM

Respectfully submitted,

Christine Stickney, Director

**PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS**

**# 1 4 - 0 6 3**

**Town of Braintree / Town Council:**

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

**To install and maintain approximately 1150 feet more or less of 2 inch gas main in Sycamore Rd., Braintree. From the existing 2 inch gas main at house #27, easterly to house #121 to serve houses #81, #90, #91, #101, #110, #111 and #121.**

Date: **September 25, 2014**

By:   
Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date **September 25, 2014** attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**MN # 144-8508-990717**

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

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BRAINTREE, MA  
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# 1 4 - 0 6 3

Office of the  
**Board of Assessors**

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



DATE: September 26, 2014

APPLICANT: National Grid

PROPERTY LOCATION: Various

MAP AND PLOT: Various

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

*Office of the Board of Assessors*



**Robert M. Cusack**  
Chairman

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1109 0 10	27 SYCAMORE RD	CAPOBIANCHI GERARD R	CAPOBIANCHI BEVERLY A	27 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 11	47 SYCAMORE RD	RILEY CHRISTOPHER G	RILEY JENNIFER TBYE	47 SYCAMORE STREET	BRAINTREE	MA	02184
1109 0 12	50 SYCAMORE RD	ALONGI CHARLES L JR	ALONGI ELIZABETH A	50 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 13	14 THETFORD AV	ORR ROBERT B	ORR CHRISTINA M G	14 THETFORD AV	BRAINTREE	MA	02184
1109 0 14	22 THETFORD AV	BRAGG CLIFFORD	BRAGG JEANNE C R	22 THETFORD AVE	BRAINTREE	MA	02184
1109 0 15	30 THETFORD AV	CLANCY MICHAEL P	CLANCY JULIE J TBYE	30 THETFORD AVENUE	BRAINTREE	MA	02184
1109 0 16	15 THETFORD AV	SWEENEY SANDRA J TRUSTEE	SANDRA J SWEENEY TRUS	15 THETFORD AVE	BRAINTREE	MA	02184
1109 0 17	23 THETFORD AV	SELVARAJ AMBALINI		23 THETFORD AVE	BRAINTREE	MA	02184
1109 0 18	31 THETFORD AV	SHANNON DENNIS O	SHANNON TAMMY E TBYE	31 THETFORD AVE	BRAINTREE	MA	02184
1109 0 19	61 SYCAMORE RD	OSGOOD ROBERT W	OSGOOD JANE H	61 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 21	71 SYCAMORE RD	OPILA LAUREN M TRS	TLO NOMINEE REALTY TRU	71 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 22	81 SYCAMORE RD	MENDES SHARON TRS	81 SYCAMORE ROAD RLTY	81 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 23	70 SYCAMORE RD	BEACK SEUNG MIN + BONG IN		70 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 24	80 SYCAMORE RD	KIM HYUN		127 DECOTA DR	STOUGHTON	MA	02072
1109 0 35	91 SYCAMORE RD	SNYDER BRIAN M	SNYDER BETH P TBYE	91 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 36	101 SYCAMORE RD	MURPHY PATRICK A	MURPHY ELIZABETH M TB	101 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 37	111 SYCAMORE RD	MARINI ROBERT S	MARINI GAIL B	111 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 38	121 SYCAMORE RD	FLEMING JOHN J	FLEMING BARBARA A TRS	121 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 39	131 SYCAMORE RD	LEWIS DONALD B	LEWIS ELLEN R TBYE	125 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 40	126 SYCAMORE RD	KOUTSIS KOSTAS A/ MARIA M TR	KOUTSIS REVOCABLE TRUS	126 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 41	130 SYCAMORE RD	MCDEVITT SEAN P	BERLANDI RUTH ANN	130 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 42	110 SYCAMORE RD	LIND STEPHEN W JR	LIND MARY KENNEY	110 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 43	100 SYCAMORE RD	HESS PAUL E	HESS VERA TBYE	100 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 44	90 SYCAMORE RD	HENNESSY L VINCENT L JR TR	VINCENT L HENNESSY JR T	90 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 45	THETFORD AV	LAURIA DANIEL A TR	DAL REALTY TRUST	569 WASHINGTON ST	BRAINTREE	MA	02184
1109 0 46	61 THETFORD AV	RIZZO SEAN B		61 THETFORD AV	BRAINTREE	MA	02184
1109 0 47	71 THETFORD AV	MANNING BRIAN T	MANNING JUDITH A	71 THETFORD AVE	BRAINTREE	MA	02184
1109 0 48	90 THETFORD AV	CZECH LAWRENCE E	CZECH CAROL A	90 THETFORD AV	BRAINTREE	MA	02184
1109 0 49	80 THETFORD AV	CHEN WEI QUAN	LAU PHYLLICS D TBYE	80 THETFORD AVENUE	BRAINTREE	MA	02184
1109 0 50	70 THETFORD AV	LEFAS NICOLAS	LEFAS GEORGIA	70 THETFORD AVE	BRAINTREE	MA	02184
1109 0 51	60 THETFORD AV	HIGGINS THOMAS J JR	HIGGINS PAMELA E	60 THETFORD AV	BRAINTREE	MA	02184
1109 0 52	50 THETFORD AV	SHAKR CHRISTO		50 THETFORD AVE	BRAINTREE	MA	02184
1109 0 53	40 THETFORD AV	LAURIA ROBERT J	LAURIA KAREN F	40 THETFORD AVE	BRAINTREE	MA	02184
1109 0 5M	19 SYCAMORE RD	RONAN-ANTONELLI DEBRA L	ANTONELLI REAY A TBYE	19 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 5N	21 SYCAMORE RD	ST JEAN ROBERT E/MARY C TRS	ST JEAN FAMILY TRUST	21 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 5O	20 SYCAMORE RD	BERTONE LAURA MARIANO	MCDONALD LAURA J JTS	20 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 5P	16 SYCAMORE RD	FENNELL DECLAN	FENNELL CORINNE TBYE	16 SYCAMORE RD	BRAINTREE	MA	02184
1109 0 5V	26 SYCAMORE RD	DENN MICHAEL	DENN FEI TBYE	26 SYCAMORE ROAD	BRAINTREE	MA	02184
1109 0 5Y	4 THETFORD AV	PIERCE MARY E		4 THETFORD AV	BRAINTREE	MA	02184

#14-063

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End of Report

National Grid

# 1 4 - 0 6 3

ABUTTERS LIST

SYCAMORE RD.

1109 0 5P	16 SYCAMORE RD	Farnel Declan	16 Sycamore Rd	Brantree	MA	02184
1109 0 5M	19 SYCAMORE RD	Ronan antoniell Debra L	19 Sycamore Rd	Brantree	MA	02184
1109 0 5O	20 SYCAMORE RD	Berlene Laura Mariano	20 Sycamore Rd	Brantree	MA	02184
1109 0 5N	21 SYCAMORE RD	St Jean Robert Etnay C trs	21 Sycamore Road	Brantree	MA	02184
1109 0 5V	26 SYCAMORE RD	Dann Michael	26 Sycamore Road	Brantree	MA	02184
1109 0 10	27 SYCAMORE RD	Capobianchi Gerard R	27 Sycamore Rd	Brantree	MA	02184
1109 0 11	47 SYCAMORE RD	Raline Kevin	47 Sycamore Street	Brantree	MA	02184
1109 0 12	50 SYCAMORE RD	Ahng Charles L Jr	50 Sycamore Rd	Brantree	MA	02184
1109 0 19	61 SYCAMORE RD	Osgood Robert W	61 Sycamore Rd	Brantree	MA	02184
1109 0 23	70 SYCAMORE RD	Beak Seung Min + Bong In	70 Sycamore Road	Brantree	MA	02184
1109 0 21	71 SYCAMORE RD	Opik Lauren M Trs	71 Sycamore Rd	Brantree	MA	02184
1109 0 24	80 SYCAMORE RD	Kim Hyun	127 Decola Dr	Stoughton	MA	02072
1109 0 22	81 SYCAMORE RD	Hennessey Sharon Trs	81 Sycamore Road	Brantree	MA	02184
1109 0 44	90 SYCAMORE RD	Hennessey Vincent L Jr	90 Sycamore Rd	Brantree	MA	02184
1109 0 35	91 SYCAMORE RD	Snyder Brian M	91 Sycamore Rd	Brantree	MA	02184
1109 0 43	100 SYCAMORE RD	Hess Paul E	100 Sycamore Rd	Brantree	MA	02184
1109 0 36	101 SYCAMORE RD	Mccarthy Timothy	101 Sycamore Rd	Brantree	MA	02184
1109 0 42	110 SYCAMORE RD	Lind stephen W Jr	110 Sycamore Rd	Brantree	MA	02184
1109 0 37	111 SYCAMORE RD	Marik Robert S	111 Sycamore Rd	Brantree	MA	02184
1109 0 38	121 SYCAMORE RD	Fleming John J	121 Sycamore Rd	Brantree	MA	02184
1109 0 40	128 SYCAMORE RD	Kouals Kostas A	128 Sycamore Rd	Brantree	MA	02184
1109 0 41	130 SYCAMORE RD	Mcdevitt Sean P	130 Sycamore Rd	Brantree	MA	02184
1109 0 39	131 SYCAMORE RD	Lewis Donald B	135 Sycamore Road	Brantree	MA	02184

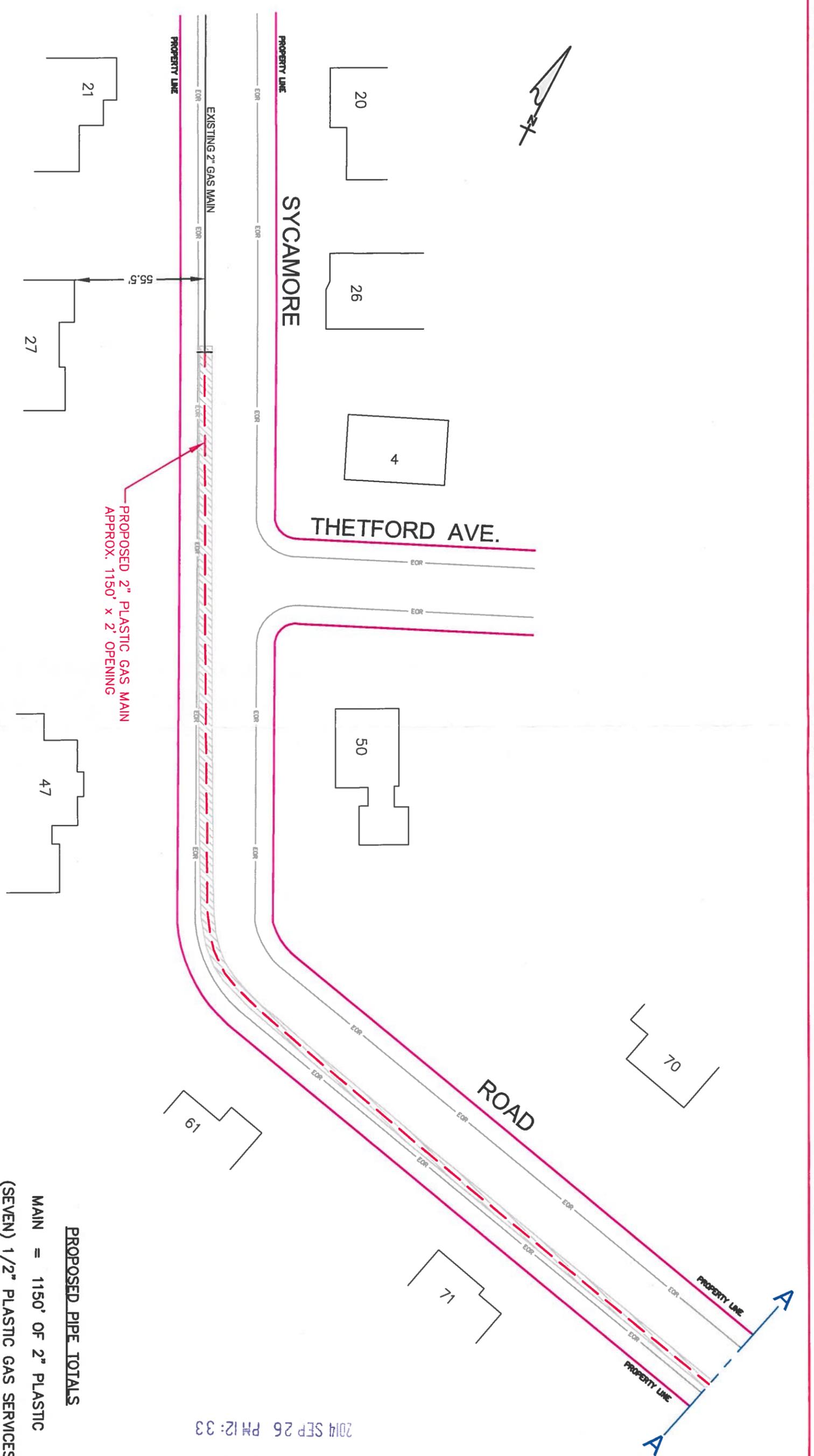
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ABUTTERS LIST

THETFORD AV

1109 0 5Y	4 THETFORD AV	Piaca Mary E	4 Theiford Ave	Braintree	MA 02184
1109 0 13	14 THETFORD AV	Or Robert B	14 Theiford Av	Braintree	MA 02184
1109 0 16	15 THETFORD AV	Sweeney Sandra J Trustee	15 Theiford Ave	Braintree	MA 02184
1109 0 14	22 THETFORD AV	Brigg Clifford	22 Theiford Ave	Braintree	MA 02184
1109 0 17	23 THETFORD AV	Sikavai Anibal	23 Theiford Ave	Braintree	MA 02184
1109 0 15	30 THETFORD AV	Cancy Michael P	30 Theiford Avenue	Braintree	MA 02184
1109 0 18	31 THETFORD AV	Shannon Dennis O	31 Theiford Ave	Braintree	MA 02184
1109 0 53	40 THETFORD AV	Lauria Robert J	40 Theiford Ave	Braintree	MA 02184
1109 0 52	50 THETFORD AV	Shakr Christo	50 Theiford Ave	Braintree	MA 02184
1109 0 51	60 THETFORD AV	Higgins Thomas J Jr	60 Theiford Av	Braintree	MA 02184
1109 0 46	61 THETFORD AV	Rizzo Sean B	61 Theiford Av	Braintree	MA 02184
1109 0 50	70 THETFORD AV	Litas Nicolas	70 Theiford Ave	Braintree	MA 02184
1109 0 47	71 THETFORD AV	Manning Brian T	71 Theiford Ave	Braintree	MA 02184
1109 0 49	80 THETFORD AV	Jose P Santos Living Trust Santos Jose P Trustee	80 Theiford Avenue	Braintree	MA 02184
1109 0 48	90 THETFORD AV	Capt Lawrence E	90 Theiford Av	Braintree	MA 02184
1109 0 45	THETFORD AV	Lauria Daniel A Tr	59 Washington St	Braintree	MA 02184

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**PROPOSED PIPE TOTALS**  
 MAIN = 1150' OF 2" PLASTIC  
 (SEVEN) 1/2" PLASTIC GAS SERVICES

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**LEGEND**

- PROPOSED GAS
- EXISTING GAS
- PROPERTY LINE
- EDGE OF ROADWAY
- PROPOSED OPENING

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

**REVISIONS**

NO.	DESCRIPTION	DATE	DRBY	APPBY

**nationalgrid**

40 SYLVAN ROAD  
 WALTHAM, MA 02451

**GRANT OF LOCATION**

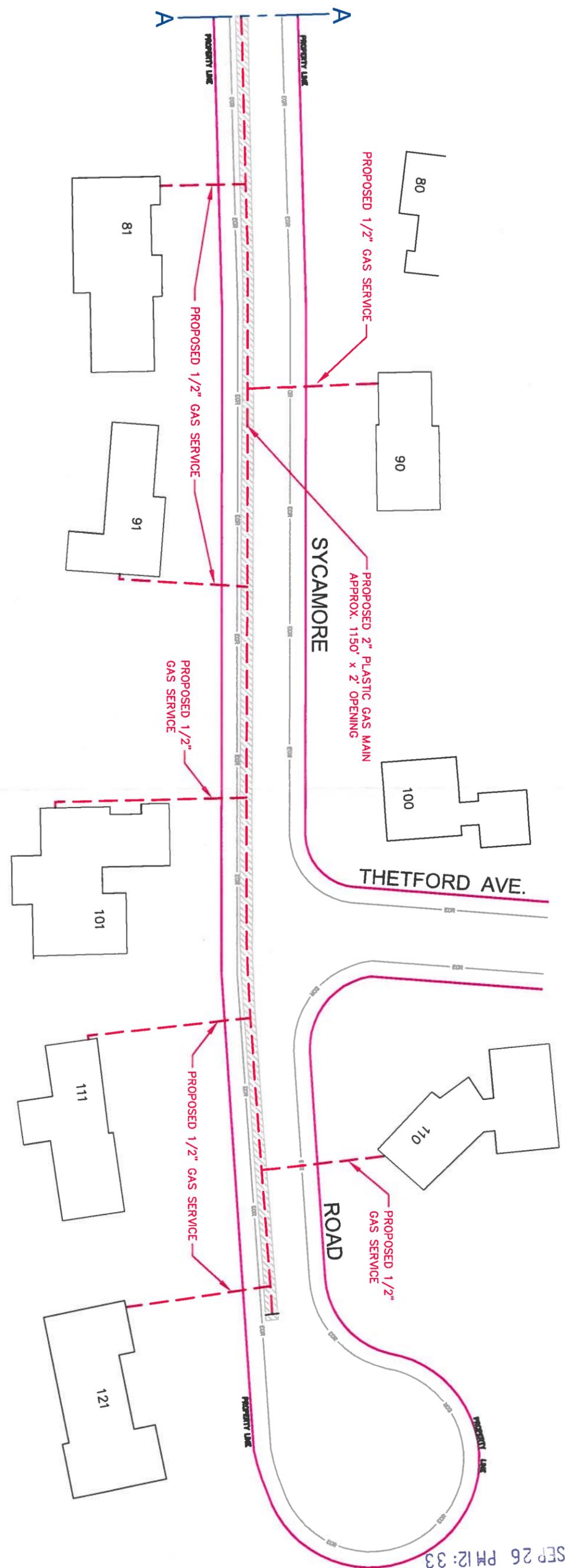
PROPOSED LOCATION OF 2" PLASTIC GAS MAIN  
 SYCAMORE RD., BRAINTREE, MA 02184

ENGR / DRFTW	DATE	SIZE	PRESSURE	MATERIAL	LENGTH	WORK ORDER NO.
J.M.P. / M.J.B.	09/23/2014	2"	60 PSIG	PLASTIC	1150±	990717

SCALE: 1" = 50'  
 SHEET 1 OF 2

DRAWING NO.  
 GP-BRA  
 990717-14-296

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2014 SEP 26 PM 12:33



**LEGEND**

- PROPOSED GAS
- EXISTING GAS
- PROPERTY LINE
- EDGE OF ROADWAY
- EOR
- PROPOSED OPENING

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

**REVISIONS**

NO.	DESCRIPTION	DATE	DRBY	APPBY

**nationalgrid**

40 SYLVAN ROAD  
WALTHAM, MA 02451

**GRANT OF LOCATION**

**PROPOSED LOCATION OF 2" PLASTIC GAS MAIN**

**SYCAMORE RD., BRAINTREE, MA 02184**

ENGR / DRTM	DATE	SIZE	PRESSURE	MATERIAL	LENGTH	WORK ORDER NO.
J.M.P. / M.L.B.	09/23/2014	2"	80 PSIG	PLASTIC	1150±	990717

**SCALE: 1" = 50'**

**SHEET 2 OF 2**

DRAWING NO.  
**GP-BRA**  
990717-14-296