

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 -

March 17, 2015 • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30_{PM}

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

ANNOUNCEMENTS

- 002 15 Councilor Kokoros: Super Saturdays
- 006 15 Councilor Hume: BFFE Trivia Night
- 008 15 Councilor Hume: Library Events
- 009 15 Council President: Braintree Youth Hockey State Champs

APPROVAL OF MINUTES

- March 3, 2015

CORRESPONDENCE

CITIZEN CONCERNS/COUNCIL RESPONSE

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

OLD BUSINESS

- 14 066 Proposed Amendment to the Zoning Bylaw Relating to Billboards or take up any action relative thereto (**PUBLIC HEARING**)
- 15 008 Mayor: Appointment Planning Board – Erin V. Joyce or take up any action relative thereto
- 15 009 Mayor: PILOT agreement between the Town and Ameresco's subsidiary or take up any action relative thereto

NEW BUSINESS

None

Refer to Committee on Ways & Means

- 15 010 Mayor: FY15 Supplemental Appropriations or take up any action relative thereto

Topics the Chair does not reasonably anticipate will be discussed

UPCOMING MEETINGS:

COUNCIL - **TUESDAY, APRIL 7, 2015@ 7:30pm**

ADJOURNMENT



Thomas M. Bowes
President
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At Large

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OFFICE OF THE TOWN COUNCIL

March 3, 2015

MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, March 3, 2015 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
Paul Dan Clifford
Shannon Hume
Michael Owens
Charles Ryan
Stephen O'Brien
Charles Kokoros
John Mullaney

Others: Ed Spellman, Director of Finance
Eric Kinsharf, Town Auditor

APPROVAL OF MINUTES

- February 24, 2015

Motion: by Councilor Powers to approve minutes of February 24, 2015

Second: by Councilor Kokoros

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

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- 007 15 Town Auditor Update

Eric Kinsharf, Town Auditor updated the Council on the Treasurer/Collector's Department. One recommended procedure that needs to be followed is when a Department hands in money to the Treasurers Department that the Accounting Department also gets a copy of the report stating the amount of money. This should be given directly to the Accounting Department from said Departments.

Mr. Kinsherf also recommended the Treasurer/Collector's Department begin to reconcile balances monthly. Currently it is semi-annual.

It was asked if Mr. Kinsherf can return in 90 days with an update and to determine if the procedures have been implemented.

Councilor O'Brien requested a complete list of Departments that handle deposits themselves.

OLD BUSINESS

- 15 007 Mayor: Appointment Conservation Commission – Kevin Bears or take up any action relative thereto

Motion: by Councilor Powers to Approve the Appointment of Kevin Bears to the Conservation Commission

Second: by Councilor Kokoros

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

NEW BUSINESS

None

Refer to Committee on Ways & Means

- 15 008 Mayor: Appointment Planning Board – Erin V. Joyce or take up any action relative thereto
- 15 009 Mayor: PILOT agreement between the Town and Ameresco's subsidiary or take up any action relative thereto

ADJOURNMENT

It was unanimously voted to adjourn the meeting at 8:38 p.m.

Respectfully submitted,

Susan M. Cimino
Clerk of the Council

Documents provided for Meeting

- February 24, 2015 Council Meeting Minutes
- 15 007 Mayor: Appointment Conservation Commission – Kevin Bears or take up any action relative thereto
- 15 008 Mayor: Appointment Planning Board – Erin V. Joyce or take up any action relative thereto
- 15 009 Mayor: PILOT agreement between the Town and Ameresco's subsidiary or take up any action relative thereto
- Town Auditor Update Documents from Eric Kinsherf
- Powers & Sullivan - 3 reports on Year Ended June 30, 2014 (Distributed to Council for discussion at future meeting)

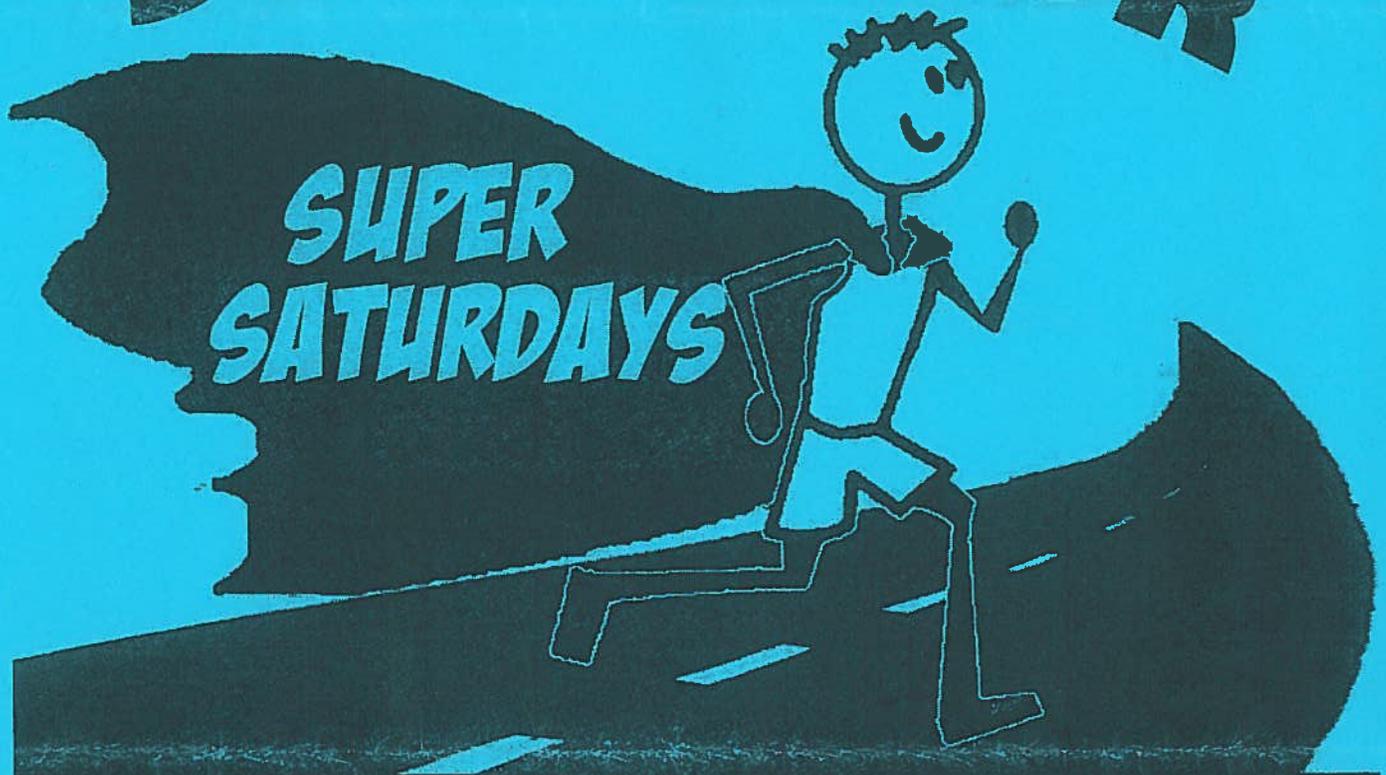
Sunday, March 29, 2015

9:30 AM

5K Run/Walk Braintree High School

002 15

SPRINT FOR



**Help Support Braintree Special
Needs Program!**

**Register Online
Racewire.com**



Dear Mr. Kokoros,

We are writing to you on behalf of Braintree Special Needs Recreation Program, Inc. (aka Super Saturdays). Super Saturdays is a non-profit organization compiled of about 60-65 children with special needs (aged 9-22 years) who are residents of the South Shore who attend Braintree Public Schools. This is a social and recreational program that meets every Saturday and is designed to enhance friendships and social interaction between children in a non-academic setting. As a part of our fundraising efforts for this program, Super Saturdays will be hosting their fourth annual road race in Braintree, on March 29, 2015. Our mission is to raise money to put towards the program and assisting in the member fees allowing more children to participate with Super Saturdays. Last year, we were able to raise almost \$13,000 for the program. This was possible due to the very generous business owners here in town and the surrounding communities, as well as donors just like you.

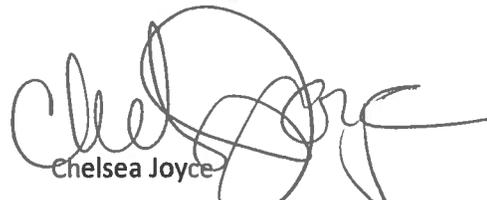
As we mentioned above on March 29, Super Saturdays will be hosting our fourth annual road race. Your help with our event would go a long way to help improve and continue the success of our program. We would greatly appreciate monetary donations of any amount for The Sprint for Super Saturdays Road Race. If you are unable to give a monetary donation, raffle items are also appreciated. In return for your generosity, we will add your company's logo to our race shirts and mention your company in our race publications. Please see our attached flyer to see how you can help make a difference.

Thank you for considering our request. If you have any questions, interest in other forms of advertisement at the race, or need further information, please feel free to contact us at sprint4saturdays@gmail.com. We will follow up with a phone call in the next couple of days.

Best Wishes,


Julianne Quintiliani


Rich Ellis


Chelsea Joyce

83 Brow Avenue
Braintree, MA 02184
sprint4saturdays@gmail.com

Donation Levels:

Company: _____

Last Name: _____ First Name(s): _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Donation Levels (Please check one):

Banner Donation: The company(s) or person making a Banner Donation will act as a major supporter of the Sprint for Super Saturdays Road Race. There will be banners advertising the race with your logo or name around town. All other race publications will mention your company's name and/or logo.

Mile Marker Donation: The company(s) or person making a Mile Marker Donation will have a sign at 1 of the 3 mile markers with their company logo and or name at the mile. Also you will be represented in all other race publications.

Shirt Donation: The company(s) or person making a Shirt Donation will be represented on the back of the race t-shirt by their name and/or company logo and will receive a full-page advertisement in our advertising booklet.

Booklet Advertisement: The company(s) or person making a booklet advertisement donation will receive a page in our advertising booklet, please see donation levels below for full or half page advertisements.

Other: A donation of any monetary amount towards the Sprint for Super Saturdays Road Race is greatly appreciated and will impact the continuing success of the Super Saturdays Program.

Please check one:

 \$500 Banner Donation* \$250 Mile Marker Donation \$100 Shirt Donation and Full

*Deadline February 25, 2015

Page Booklet Advertisement

 \$50 Full Page Booklet \$25 Half Page Booklet Other \$ _____

Advertisement

Advertisement

Please indicate amount

Raffle Item:

Any donation items can be picked up by the Sprint for Super Saturdays Road Race Committee. Please contact us via e-mail at sprint4saturdays@gmail.com if you wish to donate an item to our raffle.

Please indicate the item donated, value, and expiration if necessary:

Please make checks payable to Braintree Special Needs Recreation Program. Mail this form along with payment or raffle information, by February 25, 2015 to:

83 Brow Avenue

Braintree, MA 02184

Tax ID #: 26-2326736

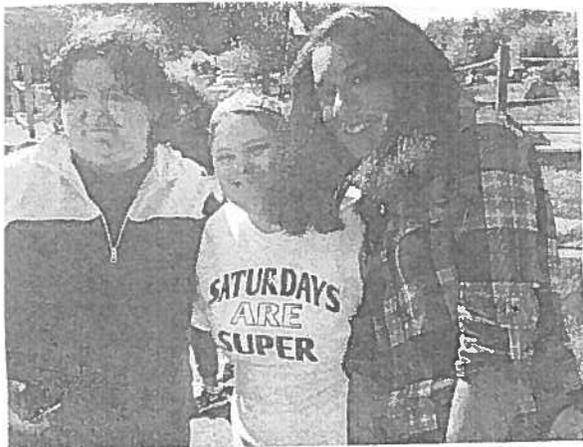
ATTN: Sprint for Super Saturdays

Email all logos in an eps and jpeg form, by February 25, 2015 to:sprint4saturdays@gmail.com

Super Saturdays

Braintree Public Schools

Super Saturdays is a social recreational program for all students in Braintree from the age of 8 and older that are serviced through the Special Education Department. Every child likes to have fun activities to look forward to and friends to share them with but for many students that is a difficult goal to achieve. Students take part in a wide array of activities that are healthy, interactive, engaging and ...fun! Super Saturdays meets each Saturday for 12 weeks in 2 sessions starting in the Fall and then in the Spring. Students that take part in Super Saturdays feel welcomed, accepted, and are celebrated for who they are.



Bowling
Bumper Boats
Mini Golf and Batting
Cages
Ropes Course
Scavenger
Hunt/Treasure Hunt
Apple/Pumpkin
Picking w/ Hayride
Halloween Party
w/Costumes/Games



Swimming
Sailing
Circus
Theatre Plays
Talent Shows



Chance to win TEN THOUSAND DOLLAR\$ IN PRIZES

FOR THE SCHOOL, CLASSROOM OR DEPARTMENT OF YOUR CHOICE

Join us at...



Trivia Night

Great Pond Hall, 120 Bay State Drive, Braintree



DATE: Friday, March 20, 2015 **TIME:** 7 pm - Midnight
Teams: 8-10 players **Cash Bar:** Ages 21+ only
Cost: \$15 per player (checks payable to BFFE)

Prizes: compete for **TEN THOUSAND Dollars** in prizes to purchase technology or academic supplies for the Braintree school, classroom or department of the winning team's choice.

1st Place = \$5000, 2nd Place = \$3000, 3rd Place = \$2000

**Note: team prizes can be split between multiple schools, classrooms or departments

Event: Musical entertainment by singer/songwriter Suzanne McNeil,
Trivia hosted by BHS Alumni Jamie Goldstein, Silent Auction & Raffle

Early Bird Entry: If entry is received by March 2nd then team will be entered in a \$1000 prize drawing to purchase technology or academic supplies for the Braintree school or classroom of their choice.

BFFE Trivia Entry Form

\$15.00 per player

Enter me as a single entry and pair me with a team

Enter me as part of the team listed below:

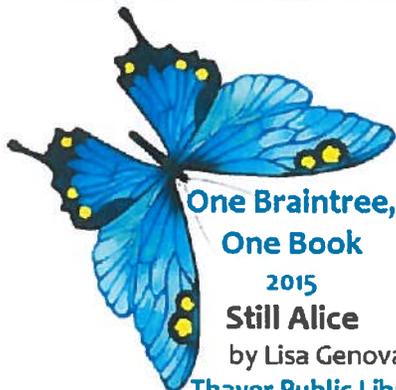
Player 1 _____	Player 2 _____
Player 3 _____	Player 4 _____
Player 5 _____	Player 6 _____
Player 7 _____	Player 8 _____
Player 9 _____	Player 10 _____

Name: _____ **email address:** _____ @ _____

Mail Entry to: BFFE, P.O. Box 850139, Braintree, MA 02184
Questions: email Pam Kiley at bffe@beld.net

Thayer Public Library

presents

ONE BRAINTREE, ONE BOOK**March 7- April 16, 2015****Book Discussions for all ages**

Our monthly adult Book Clubs give you three opportunities to discuss Lisa Genova's work with other readers before you hear her in person on April 16th.

2nd Tuesday Book Club

Tuesday, March 10: 7:15 - 8:45pm
Thayer Public Library, Reading Room, main level
Still Alice by Lisa Genova

Readers' Group Book Club

Wednesday, March 25: 7:15 - 8:45pm
Thayer Public Library, Reading Room, main level
Left Neglected by Lisa Genova

Brown Bag Book Club

Wednesday, April 8, 12:00 - 1:00pm
Thayer Public Library, Reading Room, main level
Still Alice by Lisa Genova



**These Children's Book Clubs &
Story-Times celebrate Grandparents!**

Story-time for Ages 2 & 3

Monday, April 6: at 10:00am or 11:00am
Thayer Public Library, Childrens Room, upper level

Book Club for Grades 2 & 3

Tuesday, April 7: 3:45 - 5:45pm
Thayer Public Library, Childrens Room, upper level
Wilfred Gordon McDonald Partridge by Mem Fox

Story-time for Ages 3 to 5

Wednesday, April 8: 10:00am or 1:00pm
Thayer Public Library, Logan Auditorium, upper level

Book Club for Grades 4 & 5

Thursday, April 16: 7:00 - 8:00pm
Thayer Public Library, Childrens Room, upper level
Half a Chance by Cynthia Lord

Events - for Mind & Body**Game Day for Families**

Saturday, March 7: 2:00 - 4:00pm
Thayer Public Library, Logan Auditorium, upper level
Join us for an afternoon of games to stimulate your brain!
We'll have board games, puzzles, cards, and refreshments.
All ages are welcome.

Music Through the Decades with David Polansky

Friday, March 13 @ 1:00pm
Braintree Dept. of Elder Affairs, 71 Cleveland Ave.
A showcase of pop music that reflects what was happening in America from 1895 to 1960. Celebrate the music of the Gay 90s, WWI, Dixieland, The Great Depression, WWII & more!

Tai Chi with Peggy Leung

Saturday, March 21 @ 10:00am - 11:00pm
Thayer Public Library, Logan Auditorium, upper level
Wear comfortable clothes and try some moves that feel good for you. Easy, flowing movements will help your mind feel relaxed and your body feel wonderful!

Make a Memory Book for Children K - 6th grade

Wednesday, March 25 or Tuesday, April 14: 3:45 - 4:45pm
Thayer Public Library, Logan Auditorium, upper level
Kids will assemble the pages and decorate the cover to make a unique memory book. Grandparents can then help fill in the pages, creating an important keepsake.

SafetyNet for Safety

Tuesday, March 31 @ 6:30 - 7:30pm
Thayer Public Library, Logan Auditorium, upper level
If you have a loved one with Alzheimer's or a special need who tends to wander, come hear how the Rotary and the SafetyNet bracelet can help restore your peace of mind!

Scrapbook Craft for Teens and Adults

Monday, April 6: 7:00 - 8:00pm
Thayer Public Library, Logan Auditorium, upper level
Turn your memories into a beautiful scrapbook design using altered books and colorful papers. Space is limited and registration is required.

Finale! Author Talk with Lisa Genova**Date:** Thursday April 16, 2015**Time:** 7:00 pm**Location:** Braintree Town Hall,
1 JFK Memorial Dr., Cahill Auditorium

TICKETS ARE FREE and REQUIRED FOR ADMISSION:
available to pick up at Thayer Public Library on April 16

STILL ALICE - now a major motion picture Author: Lisa Genova

Fifty-year-old Alice Howland, a Harvard professor of Cognitive Psychology, is at the top of her game. Her kids are grown, her marriage secure, her career on fire, when -- after mere months of forgetfulness -- she finds herself in a rapid downward spiral of early onset Alzheimer's. With no treatment or cure, Alice struggles to find meaning and purpose in her everyday life, as her concept of self slips away. Without memory or hope, she is forced to live in the moment, which is in turns beautiful, terrifying, and maddening.



Thayer Public Library 2015
798 Washington St., Braintree, MA 02184
781-848-0405 ~ www.thayerpubliclibrary.org





Department of Planning and Community Development

Melissa M. SantucciRozzi, Principal Planner
1 JFK Memorial Drive – Braintree, Massachusetts 02184
Phone: 781-794-8234 Fax: 781-794-8089

Joseph C. Sullivan
Mayor

PLANNING BOARD

Robert Harnais, Chair
Joseph Reynolds, Vice Chair
James Eng, Clerk
Darryl Mikami, Member
Melissa B. McDonald, Member

To: Thomas Bowes, President and Members of the Braintree Town Council

From: Christine Stickney, Director
Planning and Community Development Department

Date: February 24, 2015

Re: Recommendation on Amendment Request – Billboards
Town Council Order #14-066

RECEIVED TOWN CLERK
BRAintree, MA
2015 FEB 25 PM 3:01

The Braintree Planning Board held a continued public hearing on February 23, 2015 for Town Council Order #14-066 a proposed amendment to permit billboard signage in the Town of Braintree.

After review and discussion, the Planning Board unanimously voted on February 23, 2015 to recommend **favorable action** to the Town Council on the proposed zoning amendment.

The vote for **favorable action** is recorded as follows:

	<u>In Favor of the Motion</u>	<u>Against the Motion</u>
Robert Harnais, Chair	X	
Joseph Reynolds, Vice-Chair	X	
James Eng, Member	X	
Darryl Mikami, Member	X	
Melissa MacDonald		Absent


Christine Stickney, Director
Planning and Community Development

CC: Mayor Sullivan
P. Morin, Town Solicitor
File

PROPOSED REVISIONS TO ZONING BYLAWS TO ALLOW BILLBOARDS
MOTIONS

It is hereby moved that the Council amend its Zoning Bylaws as follows:

A. : Section 102 of Chapter 135 of the Zoning Ordinance of the Town of Braintree is hereby amended by adding the following:

BILLBOARD A billboard is defined as a fixed or dynamic single or multiple-sided, freestanding sign larger than forty (40) square feet in gross area; which does not advertise a business or profession conducted, a service offered or a commodity sold upon the premises where such sign is located, and which is subjected to Massachusetts General Law Chapter 93 sections 29 to 33 and the rules and regulations of the Office of Outdoor Advertising.

DIGITAL/ ELECTRONIC BILLBOARD. A digital billboard is defined as electronic message display utilizing light-emitting diodes (LEDs), plasma or other technology that present static or multiple static advertisements on a rotating basis, freestanding, which does not advertise a business or profession conducted, a service offered or commodity sold upon the premises where such sign is located, and which is subjected to the rules and regulations of the Office of Outdoor Advertising.

VOTE

B: Section 301 of Chapter 135 is amended by adding the following after the line "Residence C Districts:"

Billboard Zoning Overlay District

VOTE

C: Section 503 (l) of Chapter 135 is amended by deleting the parenthesis and inserting the following:

(These criteria do not apply to applications reviewed solely under section 135-711; the Board shall consider the additional criteria in Section 910 when considering applications for billboards of any type.)

VOTE

D: Section 601 of Chapter 135 is amended by adding the following under "Business Uses" following "Bank:"

Billboards/Digital Electronic Billboards N N N N N SP* N N

*within Billboard Overlay District

VOTE

E: Section 605 of Chapter 135 is amended by adding the following:

D. Billboards shall not be considered an accessory use.

VOTE

F: Section 701 of Chapter 135 is amended by adding the following:

(10) All billboards shall require a front yard setback of twenty (20) feet, a side yard setback of twenty (20) feet and a rear yard setback of thirty (30) feet. Free standing billboards shall not be erected in excess of seventy-five (75) feet in height as measured from the ground to the top edge of the billboard.

VOTE

G: Section 702(B) of Chapter 135 is amended by adding the following sentence to subsection (a):

Billboards of any type are prohibited in buffer zones

VOTE

H: Section 901 of Chapter 135 is amended by deleting the words “regulation and restriction of billboards”, and adding the following after the word devices “other than billboards or digital/electronic billboards as defined in Section 102, which require a Special Permit and are allowed only within the Billboard Overlay District as described in Section 910.

The definition of “Ground Sign is amended by adding after the word sign ”other than a billboard.”

The definition of “Nonaccessory Sign” is amended by deleting the word “billboard.”

The definition of “Off-Premises Sign” is amended by adding after the word sign “other than a billboard.”

The definition of “Projecting Sign” is amended by adding after the word “sign” other than a billboard.”

The definition of “Roof Sign” is amended by adding after the word “sign” “other than a billboard.”

VOTE

I: Section 904.2 of Chapter 135 is amended as follows:

(8) Billboards and Digital/Electronic Billboards.

(a) Billboards and Digital/Electronic Billboards, as defined in section 102, shall be allowed within Highway Business areas which are designated as the Billboard Zoning Overlay District as defined in section 910-01 through 910-05, only by grant of a Special Permit issued by the Planning Board. The Planning Board may limit the permit for a specific term of years.

(b) No billboard shall be located more than 100' (one hundred) feet from any interstate highway layout and shall not be within 300 (three hundred) feet of another billboard;

(c) All billboards must be permanently affixed to a pedestal or other main support structure. No portable billboards are permitted. Billboards shall not be placed on roofs or walls of buildings;

(d) Exposed back of signs, poles or other support structures must be painted and maintained in a manner that appropriately blends with the surrounding buildings and landscape;

(e) A billboard may be double sided. An individual sign or sign face shall not exceed seven hundred fifty (750) square feet in total area on each side and shall not exceed fifteen (15) feet in height and fifty (50) feet in width, as calculated pursuant to this Chapter.

(f) The top of the billboard shall not exceed seventy-five (75) feet in height from the elevation of the adjacent highway.

VOTE

J: Section 904.5 (A) (1) (a) (ii) of Chapter 135 is amended by deleting the section and replacing it with the following:

(ii) In a highway business area, not within the Billboard Overlay Zone or industrial area said ground sign shall not exceed 150 square feet and shall be no higher than 40 feet above ground level.

VOTE

K: Section 905 of Chapter 135 is amended by adding the following:

Billboards as permitted pursuant to Section 910 may, by Special Permit utilize light emitting diodes(LEDs), plasma or other technology to automatically change a display or message.”

VOTE

L: Section 908 of Chapter 135 is amended by adding the following:

(3) Billboards are only allowed within the Billboard Overlay Zone as described in Section 910 by Special Permit issued by the Planning Board.

VOTE

M: Section 910 of Chapter 135 is amended by being re-numbered to Section 911 and replaced with the following new section 910:

Section 910 -01 Billboard Zoning Overlay District

The Town of Braintree shall have designated Billboard Zoning Overlay District (BZOD)

As established pursuant to Section 135-301 (District Established) describe herein and

As shown on the Braintree Zoning Map (dated _____) as most recently amended and on file in the office of Town Clerk.

Section 910-02 Purpose

The Billboard Zoning Overlay District is a set of requirements which are superimposed over the Highway Business Zoning Districts located along Route 93 and Route 128 as shown on the approved Zoning Map as the designated Billboard Zoning Overlay District. The BZOD shall establish reasonable standards in accordance with the following purpose and intent;

1. Responsibly address the changing technology of digital displays and the Town desires to regulate this technology as applied in the use of off-premise signage.
2. To allow new technologies in a designated area while working through Special Permit and other means to address the removal of older static type billboards Town wide in lieu of new installations.
3. To regulate the quality, scale and impact of off-premises commercial billboards in designated receiving areas in order to maintain both a competitive business market and aesthetically attractive residential community.
4. To encourage the installation of commercial billboards along the designated highways in accordance with the federal Highway Beautification Act as most recently amended.

5. To encourage the siting of commercial billboards and electronic /digital billboards in such locations that will not cause driver distraction but can provide public service announcements in emergency situations for the safety and welfare of the general public.
6. To preserve the residential character of the Town and protect the environmental, historic and open space resources of the community by designating defined areas of location that minimizes potential adverse impacts to the Town.

Section 910-03 Special Permit Granting Authority

The Special Permit Granting Authority (SPGA) for this section of the zoning ordinance shall be the Braintree Planning Board.

Section 910-04 Applicability

Any installation of an off-premise billboard shall require Special Permit approval.

All Special Permit applications shall be submitted in accordance with the administrative procedures specified under Article V and outline in MGL Chapter 40A

Section 910-05 Special Permit Criteria

The SPGA shall not render a decision on an application for a special permit until it has made its findings. Said findings shall include but not limited to the following:

1. Demonstrate compliance with the regulations of the Office of Outdoor Advertising.
2. Demonstrate that no residentially zoned property or pre-existing non-conforming property or other property used for residential purposes, excluding hotels or motels, is within a one thousand (1000) foot radius of the proposed location;
3. Demonstrate that the proposed location does not adversely interfere with the use of adjacent properties; including but not limited to, increasing noise or vibration, casting a shadow on or causing a flicker on adjacent properties;
4. Demonstrate that the proposed billboard is in harmony with or suitable for the surrounding area and would not do significant damage to the visual environment. In making the determination, the special permit granting authority may consider among other factors, health, safety, general welfare of the public, the scenic beauty of the area, the physical, environmental, cultural, historical or architectural characteristics of the location and area, proximity of the proposed billboard to schools, or places of worship or open space; architectural characteristics of the location and area, the

structure, height, size of the sign, the number of signs on the premises and in the area where the billboard is to be located.

5. No flashing lighting shall be allowed. Flashing shall be defined as changing natural or artificial light or color effects by any means except as may occur when panels or messages change on electronic/digital billboards.
6. No sexually orientated, sexually provocative or adult oriented businesses as defined in Article XIII Section 135-1302 shall be advertised on a billboard.
7. The Planning Board shall determine the amount of annual hours the billboard shall devote to public service announcements during a calendar year.
8. Financial or other compensation to the Town, including but not limited to removal of existing non-conforming billboards, to mitigate the impact of the proposed billboard on the Town, in a form and/or amount identified in an agreement approved by the Office of the Mayor and the Town Solicitor.

The remaining sections shall be re-numbered accordingly.

VOTE

N. The Town Zoning Bylaws and Map dated May 1940 as most recently amended, is hereby amended by adding a Billboard Zoning Overlay District , which includes all the areas designated in the Council Order Map on file with the Office of the Town Clerk.

VOTE

#15-008

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184



Joseph C. Sullivan
Mayor

781-794-8100

February 25, 2015

To: Thomas M. Bowes, Council President

From: Joseph C. Sullivan, Mayor (JCS)

Re: Appointment to Planning Board

RECEIVED TOWN CLERK
BRAINTREE, MA
2015 FEB 25 PM 3:01

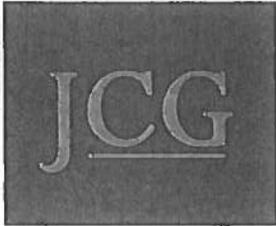
Pursuant to my authority as Mayor under Section 3-3 of the Braintree Town Charter I hereby appoint Erin V. Joyce of 100 Wyman Road, Braintree, to the Braintree Planning Board.

I have attached a copy of Ms. Joyce's resume and cover letter of January 22, 2015 requesting that she be considered for the position. After reviewing her qualifications and meeting with her I believe that her professional background as a Civil Engineer in both Massachusetts and New York makes Erin extremely qualified to take up this role for our town.

I appreciate your review of this appointment and request favorable action.

Cc: Town Clerk
Clerk of the Council
Christine Stickney, Director of Planning and Community Development
Erin V. Joyce, PE

Attachments: Resume



Joyce Consulting Group
100 Wyman Road
Braintree, MA 02184

Phone (781) 817-6120
E-mail ejoyce@joycecg.com

January 22, 2015

RECEIVED TOWN CLERK
BRAintree, MA
2015 FEB 25 PM 3:01

The Honorable Joseph C. Sullivan
Mayor of Braintree
Braintree Town Hall
1 John F. Kennedy Memorial Drive
Braintree, MA 02184

Dear Mayor Sullivan:

I hope that this letter finds you enjoying an already successful 2015 and looking forward to a new year of growth and enrichment within the Braintree community. I am writing you this letter to express my sincere interest in becoming a member of the Town of Braintree's Planning Board. I understand that there may be an opening in the Board and was notified of the possible position by Mrs. Melissa SantucciRozzi during a past Planning Board meeting that I had attended. I think that I would be a great asset to the Board and would love to offer my expertise to help the Board plan for a successful and sustainable Braintree.

I have been a resident of Braintree since 2007, when my husband and I purchased our first home on Merritt Avenue, and have been eager to find a way in which I can give back to my community with the knowledge and interest I have gained in my professional career. I am a licensed Professional Civil Engineer and run a small consulting firm, with my husband, out of our home in Braintree. I have been in the surveying and engineering profession since before I could walk, with my family's land surveying/engineering business being my first employer. Over the past 15 years I have been involved in a large variety of development projects ranging from residential and small commercial site developments to large scale utility installations and campus-wide feasibility planning. I feel that my background in site planning and site development on varying scales would make me a positive contributor to a community Planning Board. As a consultant who normally presents to Boards, I am aware of the challenges Boards face when addressing the request of the applicant, the concern of residents and the desires of the community as a whole.

I would enjoy speaking with you further on my experience and qualifications to become a Planning Board Member and would hope that you could consider me for such a position within our community. For your reference I am also attaching a copy of my Professional Resume. Please feel free to call me at (781) 817-6120 or email me at ejoyce@joycecg.com with any further questions.

Very Truly Yours,

Erin V. Joyce, PE
Owner/Principal



Erin V. Joyce, PE

Principal – Joyce Consulting Group

Education/Registration

SYRACUSE UNIVERSITY
Syracuse, NY
B.S. in Civil Engineering (Summa Cum Laude) May 2003

Massachusetts Registered Professional Engineer (2008) - License #47639
New York State Registered Professional Engineer (2009) – License #086764
Massachusetts NEIWPCC Title 5 Soil Evaluator Certification (2009) – SE#13145

Expertise

Erin has over fifteen years of experience in civil engineering and land surveying, primarily in the area of civil/site design for the development of new and the redevelopment of existing academic, commercial, and residential sites. She is experienced in permitting projects throughout Massachusetts and New York, and regularly provides field work, research, calculations, estimating, drafting, design, and project management services. As a Title 5 Soil Evaluator in Massachusetts, Erin has the tools to review and design on-site wastewater treatment systems for areas not served by public sewer. She has extensive experience in stormwater design as well, and enjoys the challenge of embracing stormwater on the site and using low impact technologies where practical and economically feasible. She is an experienced user of the AutoCAD and HydroCAD software packages.

Past Employment

Nitsch Engineering Boston, MA
(Project Engineer) April 2004 – May 2010

Design Engineer for Site Development work on a variety of projects ranging from large, urban, mixed-use projects to smaller commercial developments in the suburbs including several master planning efforts related to Stormwater Management Design at University campuses. Duties involved preparing design drawings for layout, grading and utilities pertaining to the site development, conducting calculations to design sanitary sewer, storm water management and water systems, preparing written technical reports to support design, meeting with and presenting to Public Agencies, and providing construction administration services (i.e. Shop Drawing Review, responding to RFIs, Site Visits, Punch Lists, etc).

Professional Engineering Group Victor, NY
(Design Engineer) June 2003 – April 2004

Project Designer for Site Development work on a variety of small commercial and residential site development projects, including larger site work within residential subdivisions. Duties involved preparing design drawings for layout, grading and utilities pertaining to the site development, preparing Hydrologic Site Modeling, designing on-site wastewater treatment systems, writing technical reports to support design and detail calculations, preparing permitting submissions for local, state and federal agencies, meeting with and presenting to Public Agencies.

Venezia & Associates Canandaigua, NY
(Field Crew Chief, Draftsman) June 1999 – June 2003

Field Crew Chief and Instrument Operator for land surveys in the Rochester, New York region. Responsibilities included performing data collection for Existing Conditions mapping, preparing preliminary boundary line determinations from data collected in the field, preparing final mapping, conducting background research on land ownership, preparing written legal descriptions for land transfers.

Project Experience (MA)

Lightower Fiber Networks: Project Engineer for civil engineering services associated with telecommunication installations and as-built mapping. Coordinated with various local and state organizations to permit new underground fiber optic installations in the City of Boston, City of Natick and Town of Stoughton. Provided As-Built mapping services in multiple communities in eastern Massachusetts, for collaboration with Lightower's existing GIS programming. Throughout Massachusetts.

Waveguide: Project Review Engineer for Stormwater Pollution Prevention Plans prepared as part of a 1,300 mile fiber optic installation of underground and aerial utilities throughout Massachusetts. Reviewed the submitted plans and calculations under the guidelines for NPDES Construction General Permits as issued through the EPA and also for soundness of methodology and calculation and conformity to standard engineering practices as they pertain to Stormwater Management and erosion control design. Throughout Massachusetts.

Phoenix Communications Inc.: Project Engineer for civil engineering services associated with telecommunication installations. Coordinated with various local and state organizations to permit new underground fiber optic installations in the City of Cambridge and Town of Milton.

Saint Francis Xavier Parish: Project Engineer for exterior accessibility improvements at renovated main entrance to Saint Francis Xavier Church in Weymouth, MA.

Lucerne Street Community Garden: Project Engineer for utility and stormwater improvements at a new Community Garden in Boston, Massachusetts.

Woolson Street Community Garden: Project Engineer for utility and stormwater improvements at a new Community Garden in Boston, Massachusetts.

Project Experience (NY)

Bristol Harbour Resort: Project Engineer and Manager for a five (5) lot subdivision in South Bristol, New York at the Bristol Harbour Golf Resort on the western side of Canandaigua Lake. Responsible for the utility design, storm water management design, housing layout and grading, construction administration, and permitting with the New York State Department of Environmental Protection, New York State Board of Health and the Town of South Bristol, NY. South Bristol, NY.

Wegman Residence: Project Engineer and Manager for site improvements associated with the construction of a single-family lakefront home and tennis court for the Wegmans family in Canandaigua, NY. Design services included layout and grading of a new driveway and home site, design of a new water service and design of low impact stormwater management systems. Permitting included presentations to the Town of Canandaigua Zoning and Planning Boards and working with the Canandaigua Lake Watershed Inspector and the New York State Department of Environmental Conservation. Canandaigua, NY.

Morgan Marine: Project Engineer for an expansive boat storage and boat service and sales development in the Town of Milo, New York. Site Design included the layout and grading of proposed building footprints, outdoor boat storage and boat lift areas, parking and driveways and the stormwater management basin. Stormwater Management design included analyzing the existing and proposed drainage areas and runoff patterns and creating a hydrologic model of the site, preparing the supporting Engineer's report and preparing permit applications for the Town of Milo. Project is currently in the conceptual phase. Milo, NY.

Potter HVAC Redevelopment: Project Engineer and Manager for site improvements associated with the addition of two vehicle storage and repair buildings a parcel owned by the Client in Canandaigua, NY. Site Design and Permitting included layout of building and parking areas, design of the stormwater management facilities and working with the Town of Canandaigua, the Ontario County Department of Public Works, the NYS Board of Health and the NYS DEC. Canandaigua, NY.

Admar Supply Company: Project Engineer and Manager for site improvements associated with the building supply company's outdoor storage expansion at their existing building in Canandaigua, NY. Site Design included the layout of new parking and driveway areas and the design of a stormwater management facility to manage the runoff from an increase in the new impervious area associated with the project. Permitting included meeting with Town and State officials. Canandaigua, NY.

Project Experience (Nitsch Engineering)

Camp Harbor View: Project Engineer for civil engineering services associated with a fast-track, design-build, 22-acre summer camp for at-risk youth that includes playing fields, basketball courts, a climbing wall, a ropes course, and a beachfront aquatic center (with swimming pool), as well as various indoor facilities such as an arts/crafts room, health center, and kitchen and dining facilities. Designed the site utilities, including a 1,192-foot water main to provide water service to the site for the domestic, fire suppression, and irrigation water systems associated with the main building, the bath house, and the athletic fields. Designed the storm drainage system to meet the Department of Environmental Protection's Stormwater Management Standards. Coordinated the Boston Water and Sewer Commission permitting effort and provided technical assistance for the Wetland Permitting through the Boston Conservation Commission. Also provided construction administration services. Long Island, Boston, MA.

West Cambridge Youth Center & Veterans of Foreign Wars (VFW) Building: Project Designer for the construction of a new building at the site of the existing VFW. Assisted with design of site utilities, layout, and grading. Provided permitting assistance with the City of Cambridge. The building was constructed in two phases to keep the VFW open during construction. The project is pursuing LEED® Silver Certification through the USGBC. Worked with the client to document the stormwater management credits available through the LEED® Certification process. Also provided construction administration service. Cambridge, MA.

Boston University, John Hancock Student Village Residence Hall (Phase II): Project Designer for civil engineering services associated with the new student village on the Charles River Campus. Provided civil engineering services associated with the second new residence hall in the village. Assisted with the site utility design (water, sewer, storm drain), Boston Water and Sewer Commission and NPDES permitting, DEP permitting for the sewer connection, and roadway layout and grading. The design utilizes the existing drywells (constructed in Phase I) for groundwater recharge of the roof runoff. Boston, MA

West End Residences at Emerson Place: Project Designer for the civil engineering services for a multi-story housing development consisting of residential units and two underground parking garages. Provided technical support for the Boston Redevelopment Authority permitting. Also responsible for the utility design, storm water management design, roadway layout and grading, construction administration, and permitting with the Boston Water & Sewer Commission, the Department of Environmental Protection, and the Boston Public Improvement Commission. Boston, MA.

Boston Police Station – Area D4: Project Designer for the civil engineering services associated with the renovations of the old station into residential units with an underground parking garage. Provided technical support for the Boston Redevelopment Authority permitting. Assisted with the utility design, stormwater management design, site layout and grading, construction administration, as well as permitting with the Boston Water & Sewer Commission, the Department of Environmental Protection, and the Boston Public Improvement Commission. Boston, MA.

Columbus Center: Project Designer for civil engineering services for a multi-use housing development consisting of two high rises that contain a hotel, residential units, retail spaces, townhouses, and a parking garage constructed on three "Air Right" parcels over the Massachusetts Turnpike. Provided design for site layout, grading, and stormwater management systems. In order to preserve the delicate groundwater balance in the Back Bay/South End area, we designed an extensive rainwater collection and groundwater replenishment system to raise the area's groundwater level. Boston, MA.

Apple Computer Retail Store: Project Designer for new store. Assisted with site utility work, Boston Water and Sewer Commission permitting, and site sidewalk improvements. Helped coordinate the groundwater recharge system located beneath the foundation of the store due to the project being located in the City of Boston Groundwater Overlay district. Boston, MA.

Massport: Project Designer responsible for designing a parking lot, grading, and utilities for a section of the North Cargo Area expansion at Logan International Airport. Assisted with design of an airside truck turnaround area for fuel trucks that service the airplane apron areas. Worked closely with the client to address bus traffic access and routing through the parking lot. East Boston, MA.

**Project Experience (Nitsch
Engineering)**

Harvard University First Science Building: Project Designer for site utility design services for a new laboratory and classroom facility. Services include designing new utility connections including sewer, water, and drainage systems. The drainage design includes exploring sustainable options and developing a stormwater retention system that complies with the City of Boston regulations and the Harvard-Allston sustainable guidelines. Also provided construction administration services. Allston, MA.

248 Center Street: Project Manager responsible for the technical civil engineering peer review of a project being submitting to the Town of Bridgewater ZBA under a Comprehensive Permit in accordance with Chapter 40B. The project consisted of the renovation of an existing residential building with two two-bedroom units and the construction of a new residential building with five two-bedroom units. Reviewed the submitted plans and calculations under the guidelines for Chapter 40B submissions and also for soundness of methodology and calculation and conformity to standard engineering practices as they pertain to Stormwater Management and drainage design. Reviewed the project against the most recent Massachusetts Stormwater Management guidelines, adopted in January 2008. During the review process, we prepared detailed written reports outlining our comments and submitted comments to the Town for their review and use at Zoning Board meetings. Bridgewater, MA.

The Groves, 557 Bedford Street: Project Manager responsible for the technical civil engineering peer review for a project being submitting to the Town of Bridgewater ZBA under a Comprehensive Permit in accordance with Chapter 40B. The project consisted of 24 two-bedroom dwellings built out in 12 two-unit buildings which was accomplished by a proposed subdivision of the existing lot into 16 parcels; 12 building lots, three non-building lot parcels, and one roadway parcel. Reviewed the submitted plans and calculations under the guidelines for Chapter 40B submissions and also for soundness of methodology and calculation and conformity to standard engineering practices as they pertain to Stormwater Management and drainage design. Reviewed the project against the most recent Massachusetts Stormwater Management guidelines, adopted in January 2008. During the review process, we prepared detailed written reports outlining our comments and submitted comments to the Town for their review. Also attended Zoning Board of Appeals public hearings to discuss the finding with the Town, the Applicant, and the public. Bridgewater, MA.

Cassidy Place, 1012 Pleasant Street: Project Manager responsible for the technical civil engineering peer review for a project being submitting to the Town of Bridgewater ZBA under a Comprehensive Permit in accordance with Chapter 40B. The project consisted of 20 dwellings units built out in six three-unit buildings and one two-unit building. The site was served by a single access roadway off Pleasant Street which serviced the main parking area for the dwelling units. Reviewed the submitted plans and calculations under the guidelines for Chapter 40B submissions and also for soundness of methodology and calculation and conformity to standard engineering practices as they pertain to Stormwater Management and drainage design. Reviewed the project against the most recent Massachusetts Stormwater Management guidelines, adopted in January 2008. During the review process, we prepared detailed written reports outlining our comments and submitted comments to the Town for their review. Also attended Zoning Board of Appeals public hearings to discuss the finding with the Town, the Applicant, and the public. Bridgewater, MA.

Puddingstone Circle, Hart Street: Project Manager responsible for the technical civil engineering peer review for a project being submitting to the Town of Dighton ZBA under a Comprehensive Permit in accordance with Chapter 40B. The project consisted of 36 single family detached units which included 16 three-bedroom units and 20 two-bedroom units. The project proposed the subdivision of the existing 25.38 acre lot into 37 parcels; 36 building lots, one "Open Space" parcel that would include the new roadway, stormwater management areas, Title V Septic System areas, recreation areas, and a proposed Recreation Center. Reviewed the submitted plans and calculations under the guidelines for Chapter 40B submissions and also for soundness of methodology and calculation and conformity to standard engineering practices. Reviewed the project against the most recent Massachusetts Stormwater Management guidelines, adopted in January 2008. During the review process we prepared detailed written reports outlining our comments and submitted comments to the Town for their review. Also attended planning workshop meetings and Zoning Board of Appeals public hearings to discuss our findings with the Town, the Applicant, and the public. Dighton, MA

**Project Experience (Nitsch
Engineering)**

FP3 (346-354 Congress Street): Project Designer for the renovation of two existing buildings and the infill of an adjacent parking area in Boston's Fort Point Channel district. Provided site utility design and permitted the project with the Boston Water and Sewer Commission (BWSC) and the Department of Environmental Protection. Services included working with the developer and the BWSC to coordinate new utility connections due to the fact that the design occurred at the same time that the BWSC was completing sewer separation work on Congress Street. Boston, MA.

Greenfield Community College Campus Core Improvements: Project Engineer for the renovation of Greenfield Community College's Main Campus entrance. Provided site utility design and permitted project with the Greenfield Conservation Commission due to the project's close proximity to wetland areas. Services provided included working with the Architect and Landscape architect to address the site's challenging slopes and working with the plumbing engineer to coordinate the utility services needed to incorporate geothermal wells into the proposed design. Greenfield, MA.

Isabella Stewart Gardner Museum: Project Engineer for the expansive addition to the Isabella Stewart Gardner Museum in Boston's Fenway neighborhood. Provided site utility design, driveway and sidewalk design, and sustainable storm water management consultation for the site improvements associated with Renzo Piano's redesign for the Museum site. Permitting for the project included working with the Boston Water and Sewer Commission, the Boston Public Improvements Commission and the Boston Groundwater Conservation Overlay District authorities. Boston, MA.

Brown Creative Arts Center (Brown University): Project Designer for the construction of a new Creative Arts Center on the Brown University Campus in Providence, RI. Site design work included new utility services (water, sewer, drain, telecom, gas, and steam), new stormwater management systems, and site grading including new accessible paths across the site. Providence, RI.

**Project Experience (Professional
Engineering Group)**

Perry Hill Estates Subdivision: Designer for Stormwater Management System for 12-Lot Subdivision in Rush, NY Stormwater Management design included analyzing the existing and proposed drainage areas and runoff patterns and creating a hydrologic model of the site, preparing the supporting Engineer's report and preparing permit applications for the NYS Department of Environmental Conservation. Rush, NY.

Fox Ridge Subdivision Phase 5A: Designer for Site improvements associated with the Phase 5A expansion (29 Lot) of Fox Ridge Subdivision on Canandaigua, NY. Site design work included layout and grading of new roadway and house lots, layout and grading of new stormwater management facility and design of new site utilities (sewer, water, storm drain), and creation of associated utility access easements. Canandaigua, NY.

Meck Residence: Designer for Site improvements associated with the construction of a single-family home for the Meck's in Farmington, NY. Design services included layout and grading of a new driveway and home site, design of a new water service and design of an on-site wastewater treatment system. Farmington, NY.

Cooks Point Residence: Designer for Site improvements associated with the construction of a single-family home on Canandaigua Lake in South Bristol, NY. Design services included layout and grading of the entire site, design of an on-site wastewater treatment system and preparation of a sediment and erosion control plan. South Bristol, NY.

Cowgill Residence: Designer for Site improvements associated with the repair of a failed on-site wastewater treatment system at a single-family home in Victor, NY. Design services included design of a new on-site wastewater treatment system and preparation of permit applications for the NYS Department of Health. Victor, NY.



RECEIVED TOWN CLERK
BRAINTREE, MA
Office of the Mayor
One JFK Memorial Drive
2015 FEB 27 PM Braintree, Massachusetts 02184

Joseph C. Sullivan
Mayor

781-794-8100

TO: Thomas Bowes, Council President
Town Council Members
Susan Cimino, Clerk of the Council

From: Peter J. Morin, Town Solicitor *PSM*

CC: Joseph C. Sullivan, Mayor *JCS*

DATE: February 26, 2015

The Town has received a request from Ameresco, the developer of the solar array on the former landfill that the Council ratify the Payment In Lieu of Taxes (PILOT) agreement between Ameresco and the Town signed by the Mayor on June 24, 2014. The Council's review of the agreement will assist Ameresco in financing the solar array.

As you are aware, an agreement signed by the Mayor and endorsed by the Braintree Electric Light Commissioners allowed for the installation of solar panels that went on line in December 2014. The 4,000 panels will provide a renewable energy source that will generate 1.6 million kilowatt-hours of energy a year, enough to meet the needs of more than 200 homes. The parties have entered into a 20 year agreement which provided the Town with an initial \$500,000 payment and \$50,000 per year for the last ten years. I have attached a copy of the Agreement for your reference.

The following motion is required:

That the Town vote to authorize and approve the negotiated agreement pursuant to Massachusetts General Law Chapter 59 Section 38(H)(b), or any other enabling authority, between the Mayor, the Board of Assessors and Ivory Street Solar, LLC and Ameresco Inc. or their successors in interest should they transfer their interest during the term of the agreement, for personal and property and/or real property taxes in connection with a renewable energy facility located on the former Braintree landfill at 257 Ivory Street, Braintree as depicted on a map attached to the Agreement as Exhibit A, a copy of which is on file with the Board of Assessors, and to take any and all actions necessary to implement and administer such agreement.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this "PILOT Agreement" or "Agreement") is made and entered into as of June 24, 2014 by and between IVORY STREET SOLAR LLC, a Delaware limited liability company ("Developer") with an address of 111 Speen Street, Suite 410, Framingham, MA 01701, and the TOWN OF BRAINTREE, a municipal corporation of the Commonwealth of Massachusetts with an address of 1 John F. Kennedy Memorial Drive, Braintree, MA 02184 (the "Town"). Developer and the Town are collectively referred to in this PILOT Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer intends to develop, build and operate a ground-mounted solar photovoltaic electric generating facility (the "Project") on a parcel of land located at 257 Ivory Street, Braintree, MA as shown on Exhibit A hereto ("Property"), with an estimated nameplate capacity of approximately 1.3 megawatts-dc or such other capacity as may be determined after the final design is complete;

WHEREAS, the Project consists of the following personal property: (a) solar modules, solar inverter systems, and solar power generating facilities including racking, foundations, support structures, braces and other structures and equipment; (b) electrical transmission facilities, electrical distribution and collector lines, wires, cables, conduits, footings, foundations, interconnection and/or switching facilities, circuit breakers, transformers, pads, energy storage facilities; (c) control, communication and radio relay systems and telecommunication systems, poles; (d) meteorological stations and solar energy measurement equipment; (e) erosion control facilities; (f) control boxes and computer hardware, maintenance and storage units; (g) utility installations; (h) fences and other safety protection facilities; (i) other improvements, facilities, appliances, materials parts, systems, structures, machinery and equipment in any way related to or associated with generation, conversion, storage, switching, metering, transmission, distribution, conducting, sale or other use or conveyance of electricity (the "Solar Facilities");

WHEREAS, Developer and Braintree Electric Light Department have entered into a Power Purchase Agreement ("PPA") pursuant to which BELD will purchase all electricity generated by the Project;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the real and personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable real and personal property incorporated within the Project for the term of the Agreement;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of real and personal property taxes on the Project under the authority of M.G.L. c. 59, Section 38H and the Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory real and personal property taxes to which it might otherwise be subjected under Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such real and personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town to the Project, including but not limited to, water and sewer services, and similar payment obligations not in the nature

of real or personal property taxes or substitutes for such taxes that Developer may otherwise be obligated to pay the Town, and

WHEREAS, the Town is authorized to enter into this Agreement with Developer, provided that payments in lieu of real and personal property taxes over the life of the Agreement are expected at inception to approximate the property tax payments that would otherwise be determined under G.L. c.59 based upon the full and fair cash valuation of the Project;

WHEREAS, the Parties have reached this Agreement after good faith negotiations;

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment in Lieu of Taxes. From and after the Commercial Operation Date (as defined in the PPA) of the Project, Developer agrees to make payments to the Town in lieu of real and personal property taxes in the amounts and in the years set forth in Exhibit B, such payments to continue until the earlier of (A) termination of the PPA, and (B) twenty (20) years after the Commercial Operation Date. The first payment shown on Exhibit B for Year 1 in the amount of Five Hundred Thousand Dollars (\$500,000) shall be an upfront payment which the Town accepts as payment in lieu of taxes covering the annual payments in Years 1-10 of the term of this Agreement. The Town shall issue Developer a tax bill for such amount after the Commercial Operation Date and Developer shall pay such amount within thirty days after receipt of such tax bill. With respect to Years 1-10, the Town shall note such up-front payment on [quarterly] tax bills issued by the Town to the Developer and such quarterly tax bills shall show zero (\$0.00) due. With respect to the payments to be made in Years 11-20 shown on Exhibit B, each annual payment shall be made to the Town in four equal quarterly installments on or before [INSERT CALENDAR PAYMENT DATES] of each fiscal tax year during the term of this Agreement and the annual payment amount and payment date will be noted on a quarterly tax bill issued by the Town to the Developer at least thirty days prior to the due date. The first and last quarterly payments shall be prorated based on the number of days in the first and last quarter respectively from and after the beginning of Year 11 and until this Agreement terminates, respectively.

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Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage which factors have been anticipated by the Parties and are reflected in Exhibit B, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage which factors have been anticipated by the Parties and are reflected in Exhibit B.

2. Improvements or Additions, Retirements. No additional payments in lieu of taxes will be due or required if the capacity of the Project increases on or after the Commercial Operation Date. No additional payments in lieu of property taxes will be due or required for (i) replacement of personal property or equipment or machinery that is nonfunctional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, or (ii) pollution control or other equipment that is exempted from taxation by the provisions of General Laws Chapter 59, section 5 (44) or other applicable laws or regulations in effect from time to time, or (iii) equipment installed as required by or in response to any statute, law, regulation, consent decree, order or case mandating additional control of any emission or pollution.

3. Payment Collection. The provisions of General Laws Chapter 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were real or personal property taxes due and payable to the Town.
4. Tax Status, Separate Tax Lot. The Town agrees that during the term of this PILOT Agreement, the Town will not assess Developer for any real estate and personal property taxes with respect to the Project, the Solar Facilities or Developer's occupancy on the Property, to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem real estate and personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to General Laws Chapter 60A and for services provided by the Town to the Project, including but not limited to, water and sewer services. The Town agrees that no real or personal property taxes will be due from or assessed to Developer other than the payments in lieu of taxes described in this PILOT Agreement.
5. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Property and the Project. In the event that Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. A Notice of this Agreement shall be recorded by Developer in the applicable Registry of Deeds forthwith upon execution.
6. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with General Laws Chapter 59, §38H. Each Party was represented by counsel in the negotiation and preparation of this PILOT Agreement and has entered into this PILOT Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this PILOT Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.
7. Additional Documentation and Actions. Subject to applicable laws and regulation, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional reasonable instruments, certificates and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.
8. Invalidity. If, for any reason, including a change in applicable law, it is ever determined that this Agreement is invalid, then this Agreement shall terminate as of the date of such determination, and the Property and Project will thereafter be assessed and taxed, if at all, as though this Agreement does not exist. The Parties will cooperate with each other, and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

If for any reason including a change in law, it is ever determined that this Agreement only applies

to personal property and not to both real and personal property, then this Agreement will be deemed to apply only to personal property, and the Town will thereafter be entitled to assess and tax the real property in accordance with G.L. c. 59 and G.L. c. 60, and Developer will be entitled to challenge such assessments and taxes in accordance with Massachusetts law. Under such circumstances, this Agreement will not apply to such real estate taxes and the payments in lieu of taxes due under this Agreement shall be decreased on an annual basis by the amount of real estate taxes actually paid to the Town for each year; or if such event occurs during Years 1-10, then the Town shall give Developer a credit against such real estate taxes up to the amount paid by Developer in Year 1.

If for any reason including a change in law, it is ever determined that this Agreement only applies to real estate and not to both real and personal property, then this Agreement shall terminate as of the date of such determination; provided, that if property taxes are thereafter imposed on or assessed against the Project at any time prior to the end of Year 10, then the amount of such taxes shall be reduced by or credited with the payment made by Developer in Year 1, namely \$500,000. This section 8 shall survive termination.

9. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:

Ivory Street Solar LLC
c/o Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701
Attention: Senior Vice President – Renewable Energy

To Town:

Town of Braintree
1 John F. Kennedy Memorial Drive
Braintree, MA 02184
Attention: Mayor

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

10. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without reference to conflicts of laws principles. Developer and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

11. Good Faith. The Town and Developer shall act in good faith to carry out and implement this Agreement.

12. Force Majeure/ Casualty. The Developer and Town both recognize that there is the possibility

during the term of this Agreement that all or a portion of the Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party ("Force Majeure"). As used herein Force Majeure includes without limitation: acts of God, including floods, winds, storms, earthquakes, fire or other natural disaster; acts of war, or civil insurrection or disturbance, terrorism; taking by eminent domain by any governmental entity of all or a portion of the Property.

If a Force Majeure event occurs during the term of this PILOT Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than ninety days, then Developer may at its election notify the Town of the existence of this condition as well as its decision whether or not to rebuild that portion of the Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town and thereupon this Agreement shall terminate and the Property shall thereafter be assessed and taxed as though this Agreement does not exist.

13. Covenants of Developer. So long as the Town is not in breach of this Agreement during its term, Developer will not do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein; or
- b. convey, without the express consent of the Town, by sale, lease or otherwise any interest in the licensed area to any entity or organization that qualifies as a charitable organization pursuant to General Laws Chapter 59, §5 (Third).

14. Covenants of the Town. So long as Developer is not in breach of this Agreement during its term, the Town will not do any of the following:

- a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- b. seek to collect from Developer any property tax upon the Property or Project in addition to the amounts herein; or
- c. impose any lien or other encumbrance upon the licensed area or the Project for real or personal property taxes attributable to the Project unless the payments required to be made in this PILOT Agreement have not been made by Developer.

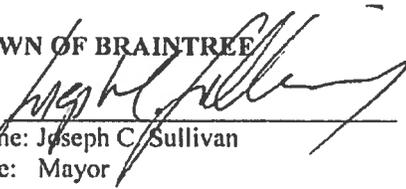
15. Conditions Precedent. The obligations of each Party under this Agreement are conditioned on (a) approval of this Agreement by the Town of Braintree [CITY COUNCIL], and (b) the Town promptly thereafter submitting this Agreement to the Massachusetts Department of Revenue ("DOR") and DOR having no objection within thirty (30) days of receipt.

16. Enforceability. Developer and Town agree that this Agreement shall be void if the Massachusetts General Court abolishes an ad valorem tax on property used for the production of electricity and substitutes some other form of taxation in lieu thereof.

[signatures follow]

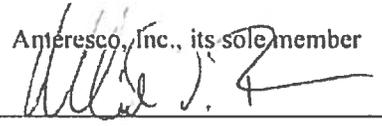
Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF BRAINTREE

By: 
Name: Joseph C. Sullivan
Title: Mayor

IVORY STREET SOLAR LLC

By: Anteresco, Inc., its sole member

By: 
Name: Michael T. Barku
Title: Senior Vice President

AMRC Draft 6.12.14

EXHIBIT A to PILOT Agreement

Depiction of Project at the Property

Address of Property: 257 Ivory Street, Braintree, MA

[AMERESCO TO ATTACH DRAWING/LAYOUT]

FIG. 110-100 PHOTOVOLTAIC ARRAY LAYOUT

NOTE:
 1. THE PHOTOVOLTAIC ARRAY LAYOUT IS BASED ON THE PROPOSED TOPOGRAPHY AND THE PROPOSED PV MODULES. THE PROPOSED PV MODULES ARE 20' x 10' IN SIZE. THE PROPOSED PV MODULES ARE 20' x 10' IN SIZE. THE PROPOSED PV MODULES ARE 20' x 10' IN SIZE. THE PROPOSED PV MODULES ARE 20' x 10' IN SIZE.

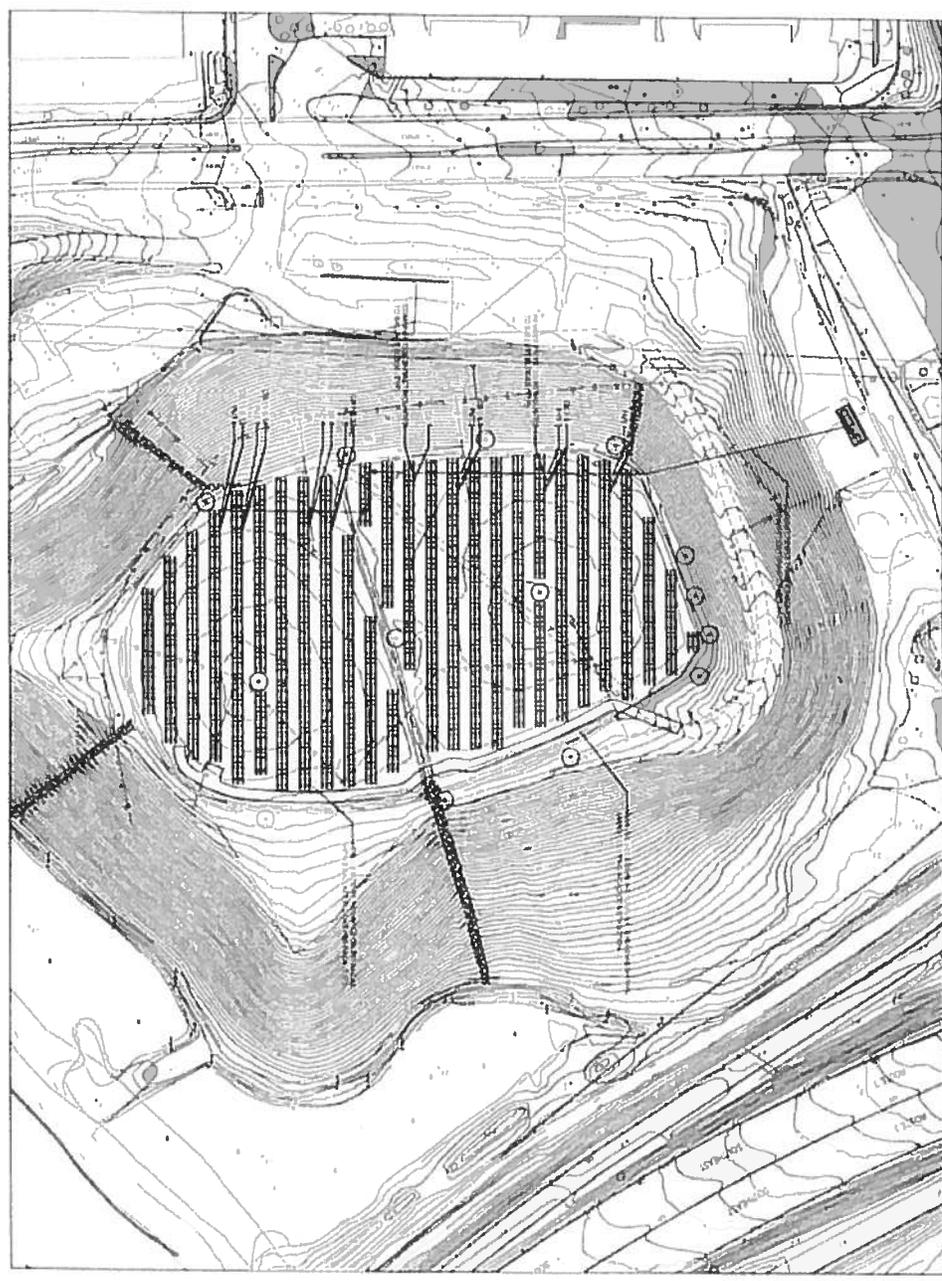
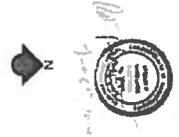


FIG. 110-100 PHOTOVOLTAIC ARRAY LAYOUT

LOCATION	ROW MODULES	MODULE TYPE	MOUNT		INVERTER	
			NON-PTIC	PTIC	TYPE	TYPE
ARRAY 1	2,071	MAX POWER 320W-300P	031.00	1.00	25	1
ARRAY 2	2,071	MAX POWER 320W-300P	031.00	1.00	25	1
TOTAL	4,142		1,263.31			2

NOT FOR CONSTRUCTION



E-100

AMERESCO
 111 Boston Street, Suite 410
 Framingham, Massachusetts 01101
 508.861.2200

BRAINTREE ELECTRIC LIGHT DEPARTMENT
 IVORY STREET
 BRAINTREE, MA 02184
 BRAINTREE LANDFILL
 1,263.31 kWp DC STC PV ARRAY INSTALLATION
 PHOTOVOLTAIC ARRAY LAYOUT

SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 04/01/11
 REVISIONS:

EXHIBIT B to PILOT Agreement

<u>Year</u>	<u>Payment</u>
Year 1* Year 1 begins at the Commercial Operation Date	\$500,000
Year 2	\$0
Year 3	\$0
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0
Year 11	\$50,000
Year 12	\$50,000
Year 13	\$50,000
Year 14	\$50,000
Year 15	\$50,000
Year 16	\$50,000
Year 17	\$50,000
Year 18	\$50,000
Year 19	\$50,000
Year 20	\$50,000

*Year 1 payment covers Years 1-10



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 Cimino, Clerk of the Council
James Casey, Town Clerk

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

From: Joseph C. Sullivan, Mayor *JCS*

Date: March 13, 2015

RE: FY 15- Supplemental Appropriations (#2)

RECEIVED TOWN CLERK
BRAintree, MA
2015 MAR 13 PM 12:22

As we near the last quarter of Fiscal Year 2015, we have identified certain departments that require supplemental funds to support operations to the end of the fiscal year (June 30, 2015). I take this opportunity to submit this request for additional funds and to provide related information in support of this request. Your consideration and approval is requested.

We are ready to implement plans to hire additional civilian dispatchers for the Fire Department. This action will take firefighters off the dispatch desk and support our required staffing levels. Coupled with the recent activation of 4 new firefighter recruits, we anticipate a reduction in fire overtime costs going forward. However, for the balance of this fiscal year we are requesting \$490,000 for the Fire Department overtime.

Similarly, we welcome 6 new police officers who have recently graduated from the Police Training Academy. Once they are fully integrated into the rotation it is anticipated that these hires will reduce the overtime costs in the Police Department. However, for the balance of this fiscal year we are requesting \$480,000 for the Police Department overtime. I note to you that with these recent hiring's in our public safety divisions, we are at the highest level of personnel in over a dozen years.

I spoke to you on February 5th regarding snow and ice expenditures in relation to the record snow fall we were experiencing. At this time I am asking for an additional \$750,000 of Snow and Ice funding to supplement the original Snow and Ice budgeted amount of \$400,000. To date our DPW has spent \$1,153,319.45 on snow and ice, with a projected \$800,000 still to come. Other costs, specifically snow removal from the roofs of our schools are being processed. This request for an amount less than our anticipated expenditures is made for the following reasons.

We are working through the Massachusetts Emergency Management Administration (MEMA) and the Federal Emergency Management Association (FEMA) in an effort to secure up to 75% federal reimbursement for certain storm related costs incurred during the January 26-28 storm. We are also working through MEMA in their effort to obtain, from FEMA, a disaster declaration for the entire four week storm period of January 26, 2015 thru February 22, 2015. Depending on Federal government action the potential federal reimbursement to the town could range from \$0 to a maximum of \$1,600,000.

If one or both of these time periods are recognized for disaster relief our expenditures will be addressed as the Town is reimbursed which would most likely occur next fiscal year. If these time periods are not recognized, I will take steps to submit for your review a fiscally responsible proposal to pay for these expenditures in a timely manner using free cash reserves and/or other available funds.

A more detailed accounting of known and projected Highway snow and ice expenditures, including expenditures to expeditiously remove snow from the roofs of our School buildings, along with current revenue balances, has been submitted to the town auditor in support of this submittal.

The School Department has a need for additional funds in the Special Education Program in the amount of \$456,251. Although not anticipated at the beginning of the school year, 11 additional students required special education placement. The majority of these students were placed for reasons of safety to themselves or others. Further explanation is available as needed.

We seek supplemental funding for the DPW's Street Light contract with BELD. This request is for \$15,000, as it was inadvertently level funded from FY 2014.

The Fire Department has requested supplemental funding for fire call box alarm system and electrical repairs. This account needs \$7,500, primarily the result of additional and necessary repairs over previous year's averages.

The Fire Department has also identified a critical and unforeseen need to replace its so called forestry vehicle. Current repair estimates far exceed the value of their current 1997 truck. As you know our Town forest and woodlands throughout Town need appropriate coverage in the event of a fire. This new vehicle carry's a 2,000 gallon water tank and is used to fight forest fires and car fires in garage environments where the standard pumper trucks are too large to get into the smaller spaces. This truck will also be used to plow at all Braintree Fire Stations.

The Law Department has requested additional funds to supplement legal expenses for two ongoing cases. These cases were expected to be concluded by this time but certain legal proceedings have extended the legal work required. This funding is expected to carry the department through the end of the fiscal year as needed on these cases.

Finally, the Town Clerk's Office seeks line item transfers from within its own budget to cover several lines that are running short. These transfers move funds from one area to another within the Town Clerk's budget and additional detail is available as needed.

As you are aware, our financial management over the past 7 years has allowed our reserves to grow and thus we are in a strong position to meet these additional demands upon our operating budget. This winter season has certainly been a unique one, yet we are in a position to afford these additional costs in a timely way as we seek further reimbursements in the days ahead. I thank you for your consideration of these requests.

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

1. Fire Department

MOTION: That the sum of \$40,000 be transferred from the Town Council Department/ Program 04- Reserve Fund / reserve fund account and \$5,380 be transferred from the Finance department/ program 01 administration / 9C reserve account for a total of \$ 45,380 to the fire Department / program 04 fire suppression / other fire personnel salary account.

2. Human Resources

MOTION: That the sum of \$14,027 be transferred from the police department/ program 02 building maintenance/ equipment maintenance account to the Human Resources Department/ Program 04 Employee Benefits / Group Life and Medical Line account.

3. Police Department

MOTION: That the sum of \$489,000 be transferred from the Town's Stabilization fund to the Police Department / Program 04 Patrol / Overtime account, and further, that the Director of Municipal Finance be authorized to allocate said sums to and among the various line items affected thereby.

4. Fire Department

MOTION: That the sum of \$480,000 be transferred from the Town's Stabilization fund to the Fire Department/ Program 04- Fire Suppression / Overtime account, and further, that the Director of Municipal Finance be authorized to allocate said sums to and among the various line items affected thereby.

5. Department of Public Works - Snow and Ice

MOTION: That the sum of \$189,969 be transferred from the Town's Stabilization fund, the sum of \$89,268 be transferred from the police department/ program 02 building maintenance/ equipment maintenance account and the sum of \$470,763 be transferred from the Fiscal Year 2014 certified Free Cash for a total of \$ 750,000 to Department of Public Works / Program 11 – Snow and Ice, and further, that the Director of Municipal Finance be authorized to allocate said sums to and among the various line items affected thereby. The amount authorized to be transferred pursuant to this Order shall be reduced to the extent of any grant funds received by or committed to the Town from FEMA to pay costs of reimbursing the town for snow removal costs described above.

6. Department of Public Works

MOTION: That the sum of \$14,475 be transferred from the Finance department/ program 01 administration / 9C reserve account and \$525 be transferred from the Police department/ program 02 building maintenance/ equipment maintenance account for a total of \$15,000 to the Department of Public Works / Program 09 – Street Lights/ Street lighting account.

7. School Department

MOTION: That the sum of \$456,251 be transferred from the Town's Stabilization fund to the School Department / Program 420 Special Education account.

8. Fire Department

MOTION: That the sum of \$7,500 be transferred from the Police department/ program 02 building maintenance/ equipment maintenance account to the Fire department/ program 05 Fire Alarm Repair/ Fire alarm repair account.

9. Fire Department

MOTION: That the sum of \$39,780 be from the Town's Stabilization fund, to the Fire Department / capital / vehicle replacement account.

10. Town Solicitor

MOTION: That the sum of \$25,000 be transferred from the Town's Stabilization fund to the Law Department / Program 01 – Administration / Legal Services line.

11. Town Clerk

MOTION: That the sum of \$9,325 be transferred from the Town Clerks Department /program 04 Elections/ part time employee account to the following accounts the Town Clerk / Program 01 Administration/ department head Account \$2,391, Town Clerk Department/ Registration Program/ Asst. Department Heads Account \$324 and Town Clerk Department/ Registration Program/ Census Account \$ 6,610.

12. Town Clerk

MOTION: That the sum of \$6,523 be transferred from the Town Clerks Department /special revenue elections account to Town Clerk / Program 04 Elections / equipment maintenance account \$1,453 and to Town Clerk / Program 04 Elections / election expense account \$5,070.

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