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 -

January 6, 2015 • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30PM

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

ANNOUNCEMENTS

- 102 14 Town Clerk: 2015 Annual Town Census
- 103 14 Town Clerk: 2015 Annual Town Election Dates
- 105 14 Councilor Kokoros: 2015 BHS Wampatuck Yearbook

APPROVAL OF MINUTES

- December 16, 2014

CORRESPONDENCE

CITIZEN CONCERNS/COUNCIL RESPONSE

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- 104 14 Council President/Town Clerk: Travel Policy – Assistant Town Clerk/Clerk of the Council - MTCA Conference

OLD BUSINESS

- 14 061 Discontinuance Petition: Cliff Street & portion of Lancaster Road or take up any action relative thereto (PUBLIC HEARING)
- 14 068 Request to Rezone property at 44 Allen Street or take up any action relative thereto (PUBLIC HEARING)
- 14 076 Pond Street CPA Conservation Restriction Braintree CR #4 or take up any action relative thereto
- 14 077 Franklin Street CPA Conservation Restriction Braintree CR #5 or take up any action relative thereto
- 074 14 Councilor Ryan: 5 year Moratorium or take up any action relative thereto

Town of Braintree, One JFK Memorial Drive, Braintree, Massachusetts 02184-6498
Telephone: (781) 794-8152 Fax: (781) 794-8270 Email: towncouncil@braintreema.gov

NEW BUSINESS
None

Refer to Committee on Ways & Means

- 14 078 Mayor: Appointment-Conservation Commission – Heather Charles Lis or take up any action relative thereto
- 15 001 Mayor: Request to Adopt the town of Braintree's Fiscal Year 2015 Capital Plan or take up any action relative thereto
- 15 002 Mayor: Request for Appropriation Fiscal Year 2015 Capital Plan-General Fund Bonding or take up any action relative thereto
- 15 003 Mayor: Request for Appropriation Fiscal Year 2015 Capital Plan-Enterprise Fund Bonding or take up any action relative thereto
- 15 004 Mayor: Request for Appropriation Fiscal Year 2015 Capital Plan-General Fund Other Available Funding or take up any action relative thereto
- 15 005 Gift of Land off Liberty Street by OIB or take up any action relative thereto

Topics the Chair does not reasonably anticipate will be discussed

UPCOMING MEETINGS:
Committee on Ordinance & Rules - **TUESDAY, JANUARY 20, 2015** @ **5:30pm**
Committee on Ways & Means - **TUESDAY, JANUARY 20, 2015** @ **6:30pm**
COUNCIL - **TUESDAY, JANUARY 20, 2015** @ **7:30pm**

ADJOURNMENT

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

December 16, 2014

MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, December 16, 2014 beginning at 7:33p.m.

Council President Bowes was in the chair.

The Clerk of the Council conducted the roll call.

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

Not Present: Shannon Hume

Others: Joseph C. Sullivan, Mayor
Michael Coughlin, Chief of Staff
Peter Morin, Town Solicitor
Christine Stickney, Director Planning & Community Development
Kate Naughton, School Committee Member
Chris DiBona, Brewster Ambulance
BELD
Hyatt Hotel
BHS Football Boosters

ANNOUNCEMENTS

Thank you to all who donated time and toys to make this 5th Annual Braintree Christmas Party/Toy Drive a success: Julie Canelli, Jen Longabardi, Granite Grille, Pat Lally, Joe Cody, John Collier & Boy Scout Troop 138, The Grove family, Kate Naughton, Brewster Ambulance, BELD, Hyatt Hotel, BHS Football Boosters, Eileen Donahue and many others.

APPROVAL OF MINUTES

- December 2, 2014

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

CORRESPONDENCE

- **096 14 Council President: Clerk of the Council – 6 Month Evaluation**

Council President asked all Councilors have the evaluation filled out and returned to Karen Shanley in Human Resources by February 4, 2015.

COMMUNICATIONS AND REPORSTS FROM THE MAYOR AND TOWN BOARDS

- **097 14 Council President Discussion Town Charter Article 8 Section 8-5 Periodic Review of Charter and Ordinances**

Council President stated this will be implemented sometime in January 2015.

- **098 14 Town Clerk: Travel Policy – Assistant Town Clerk - MMA Conference**

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

- **099 14 Council President: Travel Policy – Councilors/Clerk of the Council – MMA Conference**

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

OLD BUSINESS

- **14 072 Mayor: Possible Town Land Sale or take up any action relative thereto (PUBLIC HEARING)**

Council President stated we need a motion to open the Public Hearing.

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

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

Council President asked if any member of the Council or anyone from the public would like to speak on 14 072.

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

Councilor Powers read the motions.

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

NEW BUSINESS
None

Refer to Committee on Ways & Means

- 14 076 Pond Street CPA Conservation Restriction Braintree CR #4 or take up any action relative thereto
- 14 077 Franklin Street CPA Conservation Restriction Braintree CR #5 or take up any action relative thereto

ADJOURNMENT
It was unanimously voted to adjourn the meeting at 8:30p.m.

Respectfully submitted,

Susan M. Cimino
Clerk of the Council

Documents provided for Meeting

- December2, 2014 Council Meeting Minutes
- 14 072 Mayor: Possible Town Land Sale or take up any action relative thereto **(PUBLIC HEARING)**
- 14 076 Pond Street CPA Conservation Restriction Braintree CR #4 or take up any action relative thereto
- 14 077 Franklin Street CPA Conservation Restriction Braintree CR #5 or take up any action relative thereto

ANNOUNCEMENT

The Town Clerk's Office would like to inform residents that the 2015 Annual Town Census was mailed to each household on or about January 2nd.

Residents are urged to complete the census form and return to the Town clerk's Office by the end of January.

The Annual Town Census helps the town create the Annual Street Listing of Residents as well as is used by the School Department to project future student enrollments.

Please note, under Massachusetts General Laws, Chapter 51, Section 4(c), failure to respond to the Annual Town Census shall result in removal from the active voting list and may result in removal from the voter registration rolls.

102 14

Please return form to:
Town Clerk
Town of Braintree
1 JFK Memorial Drive
Braintree, MA 02184-6425

IMPORTANT LEGAL DOCUMENT

VOTER REGISTRATION INFORMATION SYSTEM VALIDATION AND ANNUAL STREET LISTING

TOWN OF BRAINTREE 2015 CENSUS

The following information is the most current census data on file at the Town Clerk's Office. Please update this form by making any corrections and/or additions in the space below each name. The information on this form should include all residents within the household, including infants, students and military personnel. Please sign and return this form within 10 days in the enclosed envelope.
Note: An * next to your name means you are a registered voter in the Town of Braintree.

Precinct

If this address is incorrect, please make corrections below:

WARNING: FAILURE TO RESPOND TO THIS MAILING SHALL RESULT IN REMOVAL FROM THE ACTIVE VOTING LIST AND MAY RESULT IN REMOVAL FROM THE VOTER REGISTRATION ROLLS. (M.G.L. Chapter 51, Sec. 4[c])
YOU MAY NOT REGISTER TO VOTE OR CHANGE YOUR POLITICAL DESIGNATION WITH THIS FORM. IF YOU WISH TO REGISTER TO VOTE PLEASE CONTACT THE TOWN CLERK'S OFFICE MONDAY THROUGH FRIDAY FROM 8:30 TO 4:30.PLEASE CONSULT THE DETAILED INFORMATION AND INSTRUCTIONS ON THE REVERSE OF THIS FORM.

1- Dwelling Address **2- MAIL TO PHONE #** UNLISTED

3 RESIDENT NAME	4 Mail To	5 Gender M/F	6 DATE OF BIRTH MM/DD/YYYY	7 NATIONALITY	8 OCCUPATION	9 POLITICAL PARTY	10 PUBLIC SAFETY	11 MOVED / DECEASED	12 U.S. VETERAN? Y/N	LINE SEQUENCE #
										1
										2
										3
										4
										5
										6

Signature of Respondent **Date**

Signed under the Penalties of Perjury as Prescribed by M.G.L. 56, §4.

The Braintree 2015 dog licensing registration period begins on April 1st and ends June 30th

ANNOUNCEMENTS

ANNUAL TOWN ELECTIONS

As per Section 7-1 of the Braintree Charter, the annual Town Elections are scheduled as follows:

<u>Preliminary (if needed)</u>
Tuesday, September 15, 2015

<u>General</u>
November 2, 2015

The timelines for the nomination process for each of the noted elections will be posted on the Town website, Town Clerk link by February 1st.

ARTICLE 7
ELECTIONS AND ELECTION RELATED MATTERS

SECTION 7-1: TOWN ELECTIONS: GENERAL, PRELIMINARY
The regular town election shall be held on the first Tuesday following the first Monday in November in each odd-numbered year.

A preliminary election for the purpose of nominating mayoral candidates shall be held on the third Tuesday in September in every other odd-numbered year, but the town clerk may, with the approval of the town council, reschedule this election to the fourth Tuesday to avoid a conflict with any civil or religious holiday. Whenever a special election to fill a vacancy in the office of mayor is to be held, a preliminary election shall be conducted 35 days preceding the date established for the special election.

POLICY #1 – DEPARTMENTAL TRAVEL

REQUESTOR: **Susan Cimino**

DEPARTMENT: **Town Council**

DATE OF MEETING OR CONFERENCE: **February 5-6, 2015**

Name and Description of Conference: **Massachusetts Town Clerk's Association Conference**

1) Agenda or course description: **Various workshops covering Open Meeting Laws, Public Records Laws, Charter Amendment and review of changes to the State Election System - VRIS**

2) Number of days for conference: **2**

3) Relativity to job function: **Opportunity to exchange ideas and problem solving with peers**

4) Expected value to Council member or employee including continuing education credits:
Learning, problem-solving, and sharing ideas that increase the effectiveness and efficiency of local government throughout Massachusetts.

5) Expected value to the Individual and Town expressed both **quantitatively** and qualitatively:
Exchanging ideas and problem solving with peers. Insight of working thru board collaboration as well as attend discussion forums on key emerging issues. Discussion with Exhibitors on the latest products and services tailored to Massachusetts communities.

6) Number of days out of the office due to conference and meeting travel: **1**

   a) Meeting Cost: **$115 (Conference Registration with meal plan**
   b) Travel Cost: **0**
   c) Lodging Cost: **0**
   d) Total Cost: **$115**

   e) Comparable costs showing the most economical choice is presented for pre-approval:
   Not Applicable – Annual Local Function

Susan M. Cimino

Authorized Signature (Requestor)

Town Council President certifying favorable vote

Meeting Expense Line Item funded via FY2015 Budget

Approval date_____

104 14

POLICY #1 – DEPARTMENTAL TRAVEL

REQUESTOR: **Debra Starr**

DEPARTMENT: **Town Clerk**

DATE OF MEETING OR CONFERENCE: **February 5-6, 2015**

Name and Description of Conference: **Massachusetts Town Clerks' Association Conference**

1) Agenda or course description: **Various workshops covering Open Meeting Laws, Public Records Laws, Charter Amendment and review of changes to the State Election System - VRIS**

2) Number of days for conference: **2**

3) Relativity to job function: **Opportunity to exchange ideas and problem solving with peers**

4) Expected value to Council member or employee including continuing education credits: **Learning, problem-solving, and sharing ideas that increase the effectiveness and efficiency of local government throughout Massachusetts.**

5) Expected value to the Individual and Town expressed both **quantitatively** and qualitatively: **Exchanging ideas and problem solving with peers. Insight of working through board collaboration as well as attend discussion forums on key emerging issues. Discussion with Exhibitors on the latest products and services tailored to Massachusetts communities.**

6) Number of days out of the office due to conference and meeting travel: **1**

   a) Meeting Cost: **$115 (Conference Registration with meal plan)**
   b) Travel Cost: **100**
   c) Lodging Cost: **140**
   d) Total Cost: **$355**

   e) Comparable costs showing the most economical choice is presented for pre-approval: **Not Applicable – Annual Local Function**

Authorized Signature (Requestor)

Town Council President certifying favorable vote

Meeting Expense Line Item funded via FY2015 Budget

Approval date_____

104 14

Massachusetts Town Clerks' Association and Massachusetts City Clerks' Association Invite you to attend our Winter Conference

Getting Back to Basics

Devens Common Center

February 4-6, 2015

MTCA/MCCA Winter Conference
February 4-6, 2015

The Massachusetts Town Clerks' Association (MTCA) and the Massachusetts City Clerks Association (MCCA) are pleased to co-sponsor the 2015 winter conference at the Devens Conference Center, 31 Andrews Pkwy., Devens, MA – February 4-6, 2015

A variety of course offerings are presented for participants to select those of interest and of most relevance and beneficial for their community. Representatives from a number of state agencies will be present and lead discussions on current issues and initiatives. We encourage you to dedicate available time and resources to cover as many sessions as resources allow.

This conference presents the opportunity for Massachusetts' Municipal Clerks and Election Officials to network and share ideas and concerns with colleagues and state officials to address the needs of our offices and the responsibilities with which our positions are charged.

MTCA/MCCA CONFERENCE REGISTRATION PROCESS

1. **HOTEL REGISTRATION:** Mail or fax hotel registration form to the hotel no later than **January 6, 2015 –** No guarantees after this date.

2. **CONFERENCE REGISTRATION**: Each attendee must register for the conference and submit payment for the registration fee. Please complete a Conference Registration form for EACH person who plans to attend. Attendees not staying at the conference hotel may order meals by completing information on the Conference Registration form. Please submit completed Registration/Meal forms with a check payable to 'MA Town Clerk's Association' to Barbara LaBombard.

3. **CLASS REGISTRATION**: Each attendee must pre-register for each class they wish to attend to be guaranteed space and to qualify for MTCA credit. We encourage registration through the on-line registration process as described on the registration form, or Fax/Mail form to Kaari Mai Taari. Registration is limited to one person per town for those classes restricting number of participants.

We look forward to seeing you at the Conference.
Wishing safe and Happy Holidays to all,

Nancy M. Blackmer, President
MTCA

Alison Bouchard, President
MCCA

HOTEL RESERVATION INFORMATION:

· **SpringHill Suites Devens Common Center** for $119.00 plus tax per night (need a credit card to hold your reservation although you won't be charged at the time of booking.)
Direct URL: http://www.marriott.com/meeting-event-hotels/group-corporate-travel/groupCorp.mi?resLinkData=MA%20Town%20Clerks%20Association%5EBOSSD%60MTCMTCA%60119%60USD%60false%602/3/15%602/6/15%601/6/15&app=resvlink&stop_mobi=yes

Reservations may also be called into **Phone: 1-978-772-3030**

Form can be printed from website for submittal for payment processing by Town. Credit Card will NOT be charged, just used as a hold.

2015 MTCA/MCCA WINTER CONFERENCE

EDUCATIONAL COURSE REGISTRATION FORM

(Please keep a copy for your files - you will be registered in the class of your choice unless contacted.)

On-line registrations are encouraged to save many hours of processing requests and creating class lists. On-line registration is quick and easy. Please give it a try!

Pre-registration is required for all courses. Register online or complete the form below.*
For planning purposes, please register by **JANUARY 14, 2015.**

Please review course descriptions before choosing your classes. Register for only one morning & one afternoon class on Thursday.

To Register for classes online: If this is your first time signing up

1) Go to the Sign up site: Click on this link : **http://prestogem.com/vo/mtca**
(You can copy and paste the link into your browser if this link doesn't work for you)
2) At the top of the page click on the **Register** link
3) Enter in your personal information and create a Password
4) When you have finished click on the LOG-IN button
5) Sign up for the Courses you'd like to attend and Log Out when you are done.

Now you're ready to sign up for classes

1) Go to the Sign up site: Click on this link : **http://prestogem.com/vo/mtca**
(You can copy and paste the link into your browser if this link doesn't work for you)
2) At the top of the page click on the **Log In** link
3) Enter in your Email and Password
4) Sign up for the Courses you'd like to attend and Log Out when you are done.

***** If returning by fax or mail, please fill out the form below and send to Kaari Mai Tari, 55 Main Street, Westford, MA 01886 / fax: 978-399-2555 / Email: ktari@westfordma.gov**

WEDNESDAY PM	***1:30 PM – 4:30 PM***	
General Session:	**A New Outlook on Outlook**	_____
THURSDAY AM	***9:00 AM – 12:00 NOON***	
Session A:	**Get to Know the New and Improved VRIS**	
Session B:	**A Clerk's View on OCPF**	_____
Session C:	**Ask the Lawyer**	_____
Session D:	**AG Submissions Demystified**	_____
THURSDAY PM	***1:45 PM – 4:45 PM***	_____
Session E:	**Get to Know the New and Improved VRIS**	
Session F:	**A Clerk's View on OCPF**	
Session G:	**Ask the Lawyer**	_____
Session H:	**AG Submissions Demystified**	_____
Session I:	**Births…Marriages…and Deaths**	_____
FRIDAY AM	***9:00 AM – 12:00 NOON***	_____
General Session:	**How to Deal With Aggressive Behavior**	

CLASSROOM ASSIGNMENTS WILL BE POSTED AT THE REGISTRATION DESK

NAME:_____ **TOWN**_____

TITLE:_____ **PHONE**_____

EMAIL ADDRESS: _____ _____
SIGNATURE OF TOWN CLERK

EDUCATIONAL OFFERINGS
MTCA Association – Devens 2015 Winter Conference
February 4, 5, and 6

Wednesday, February 4
1:30P.M. - 4:30 P.M.

General Session: Outlook; Your Personal Secretary at your service!

This class will facilitate your organizational skills immensely from e post-it-notes, to organizing and saving emails to a network drive, creating and sending contact cards, generating tasks, initiating meetings, sharing calendars, scheduling appointments etc.

Instructor: Lisa Thomas, City Clerk of Marlborough.

Thursday, February 5
9:00 A.M. – 12:00 P.M.

- ❖ **HELP DESK: Get to know the New and Improved VRIS**

Presenters: Brigid Battell, CVR/Help Desk Supervisor; Keryn Cadogan, Director of Information Technology.
This class will cover the most recent changes made to VRIS, specifically the new AV scan sub-module and enhancements to the AV Ballot window.
Brigid will lead the class on an exploration of some of the under-utilized functions and tricks of VRIS, so your office can get the most out of the system! Featured topics will include the RMV Inquiry App and its relationship with the Provisional Ballot Maintenance Window, using VRIS to tally Local Elections, and a tour through the L drive. The course will also introduce upcoming changes to VRIS, and will include time for audience questions.

****

❖ **OCPF: A Clerk's view on OCPF**

Presenters: Michael Sullivan Director of the Massachusetts Office of Campaign and Political Finance. Jason Tait is the communications and education director at OCPF.

OCPF will discuss the impact of the campaign finance law on local election officials. You will learn how to o calculate the reporting periods for pre-election, post-election and end of year reporting.

****

❖ **Kopelman & Paige: Ask the Lawyer: A Clerk's Forum**

Presenters: Lauren Goldberg – Member and Managing Attorney, of the law firm of Kopelman and Paige,

This class will cover highlights on topics such as: Town Meeting, Municipal Finance, Open Meeting Law, Public Records Law, Charter – Adoption and Amendment, Community Preservation Act, Elections – including recounts, recalls, registrars, residency challenges, etc. Bring your questions!

****

❖ **Office of the Attorney General: AG Submissions...DYMISTIFED!**

Presenters: Margaret J. Hurley, Director, Municipal Law Unit, Nicole B. Caprioli. Assistant Attorney General, and Kelli E. Gunagan, Assistant Attorney General

This class will be a lifesaver for the new Clerk and a valuable refresher for the seasoned one. Everything you need to know to make your next submission go smoothly will be covered in this hands on class.

Thursday, February 5
1:45 P.M. - 4:45 P.M.

❖ **HELP DESK: Get to know the New and Improved VRIS (A repeat from morning)**

Presenters: Brigid Battell, CVR/Help Desk Supervisor; Keryn Cadogan, Director of Information Technology.
This class will cover the most recent changes made to VRIS, specifically the new AV scan sub-module and enhancements to the AV Ballot window.
Brigid will lead the class on an exploration of some of the under-utilized functions and tricks of VRIS, so your office can get the most out of the system! Featured topics will include the RMV Inquiry App and its relationship with the Provisional Ballot Maintenance Window, using VRIS to tally Local Elections, and a tour through the L drive. The course will also introduce upcoming changes to VRIS, and will include time for audience questions.

****

❖ **OCPF: A Clerk's view on OCPF (A repeat from morning)**

Presenters: Michael Sullivan Director of the Massachusetts Office of Campaign and Political Finance. Jason Tait is the communications and education director at OCPF.

OCPF will discuss the impact of the campaign finance law on local election officials.

****

❖ **Kopelman & Paige: Ask the Lawyer: A Clerk's Forum (A repeat from morning)**

Presenters: Lauren Goldberg – Member and Managing Attorney, of the law firm of Kopelman and Paige,

This class will cover highlights of the favorite topics such as:
Town Meeting, Municipal Finance, Open Meeting Law, Conflict of Interest Law, Public Records Law, Charter – Adoption and Amendment, Community Preservation Act, Elections – including recounts, recalls, registrars, residency challenges, etc. Bring your questions!

****

❖ **Office of the Attorney General: AG Submissions…DYMISTIFED! (A repeat from morning)**

Presenters: Margaret J. Hurley, Director, Municipal Law Unit, Nicole B. Caprioli. Assistant Attorney General, and Kelli E. Gunagan, Assistant Attorney General

This class will be a lifesaver for the new Clerk and a valuable refresher for the seasoned one. Everything you need to know to make your next submission go smoothly will be covered.

****

❖ **The Registry of Vital Records and Statistics: Births…marriages…and deaths…**

Presenters: Alex Forman, Director of Registration; Danielle Norton, EDRS Roll-Out Coordinator; Antonio Sousa, State Registrar of Vital Records and Statistics
This class will present an overview of selected topics, including home births, out-of-commonwealth births/adoptions, frequently asked questions about marriage, death certificate amendments, special designees, and medical examiner pending cause-of death records. The remainder of the session will be devoted to questions and answers on any vital records topic, so please come prepared with your questions. **You many also submit questions in advance to: Alex.Forman@state.ma.us with the subject MTCA Vital Records Topics.**

Friday, February 6

****NEW** 9:00 A.M. – 12:00 P.M. **NEW****

❖ Chameleon Consulting of New England – Presenter: Richard Van Wickler, Founder
How to Manage Aggressive Human Behavior

- Participants will learn the two primary triggers to aggressive behavior as determined by the instructor
- Participants will discuss barriers to communication and review the basic communication model
- Participants will learn that there are two continuums of aggression – verbal and physical (as described by the crisis prevention institute)
- Participants will learn safety rules for personal safety
- Participants will learn how to turn actual scenarios that they encounter into training opportunities for the entire staff through after action analysis.
- Participants are provided handouts that list WARNING SIGNS for what to look for and also DO'S AND DONT'S when managing aggressive behavior.

2015 WINTER CONFERENCE -

Wednesday, February 4, 2015
[Vendor Area – Open Noon – 5:00 PM]

10:00 AM – MTCA Executive Board Meeting

12:00 PM – MTCA Executive Board Luncheon

(EBoard - Please RSVP by to jgillis@easton.ma.us)

1:15 PM – 1:45 PM – Commuter Registration

1:45 PM – 4:30 PM – Open Session – MTCA/MCCA

4:30 PM – MTCA Committee Meetings *(location to be announced)*

5:00 PM – MCCA Executive Board Meeting *(location to be announced)*

7:00 PM - Dinner on your own

Thursday, February 5, 2015
[Vendor Area – Open 8:00 AM– 5:00 PM]

7:00 – 9:00 AM - Breakfast buffet

8:00 – 9:00 AM – Commuter Registration

9:00 AM – Noon – Education Courses – see full listing on education page

Noon – 1:30 PM - Luncheon & State Office Updates

1:45 – 4:45 PM - Education Courses – see full listing on education page

4:45 PM – "FAST" Meeting – Forum About Small Towns (*location to be announced*)

Join your fellow clerks and other small towns for a group discussion

"New Clerks" Meeting – Larry Pizer (*location to be announced*)

6:00 – 7:00 PM - Cocktail Hour (Cash bar/hors d'oeuvres)

7:00 PM - Banquet

Friday, February 6, 2015

7:00 – 9:00 AM – Breakfast Buffet

9:00 AM – How to Deal with Aggressive Behavior
Noon – Conference Adjourns

VISIT THE VENDOR DISPLAYS
WEDNESDAY NOON – THURSDAY PM

JOIN US AT THE SUMMER CONFERENCE TO BE HELD JUNE 10-11-12, 2015
SEA CREST RESORT, FALMOUTH, MA

CONFERENCE REGISTRATION & MEAL ORDERS

FEBRUARY 4-6, 2015 WINTER CONFERENCE
MASSACHUSETTS TOWN CLERK'S ASSOCIATION & MASSACHUSETTS CITY CLERKS ASSOCIATION
DEVENS COMMON CENTER

PLEASE PRINT/ TYPE AND COMPLETE A FORM FOR EACH PERSON ATTENDING

NAME:_____ CMMC CMC MMC *(Please circle)*

TITLE:_____ _____
(Year elected/appointed Town Clerk)

TOWN:_____

PHONE:_____ FAX:_____

EMAIL:_____

ARRIVAL DATE:_____ DEPARTURE DATE:_____

Completed form, and checks payable to the 'MA Town Clerk's Association' for conference registration and commuter meals ordered, shall be sent to:

Barbara LaBombard
50 Payson Avenue, Ste. 100, Easthampton, MA 01027
Tel: 413-529-1460 FAX: 413-529-1417

CONFERENCE REGISTRATION

(MTCA/MCCA DUES must be paid in full prior to registration)

ADVANCE REGISTRATION *(per person by January 14th)*:	$50.00
LATE REGISTRATION/CONFERENCE DAY REGISTRATION:	$100.00
Amount enclosed for Conference Registration:	$ _____

MEAL PLAN – ALL ATTENDING MUST MAKE MEAL SELECTIONS

For completion by EACH attendee attending the conference. Meals are not included in the hotel registration.

Thursday Breakfast:	$25.00	_____
Thursday Lunch:	$25.00	_____
Thursday Banquet:	$40.00	_____
Friday Breakfast:	$25.00	_____

Amount enclosed for meals: $ _____

TOTAL ENCLOSED $ _____

Braintree High School Wampatuck Yearbook

128 Town Street Braintree, MA 02184 wampatuckyearbook@gmail.com 781 848 4000

December 22, 2014

Dear Business Patron,

The Braintree High School Yearbook staff is currently in the process of publishing its seventieth edition of **The Wampatuck**. We would like to offer you the opportunity to place an advertisement in the 2015 Yearbook. We do not want you to miss out on this wonderful school tradition. Not only will the yearbook provide your business with exposure to hundreds of families in the community, your ad will also help to defray the cost of producing such a high quality yearbook.

We sold about 350 copies of our press run for 2014 and expect to sell even more this year. An average of 10 people see each copy of the yearbook which means you will reach an audience of about 3,500 with your ad in a book that will be long-lasting in the community. We depend on you and will try to provide the community the best yearbook possible.

So don't delay! The deadline for submitting an ad is **January 23, 2015.** Please complete the enclosed order form and send a check (made payable to BHS Yearbook) to:

Braintree High School Yearbook
128 Town Street House #1
Braintree MA 02184

Please be sure to include your telephone number so we may contact you for the advertisement design, or if we should have any questions. We hope you will take advantage of this opportunity to show your support for a wonderful community tradition. The Class of 2015 wishes to thank you in advance.

Sincerely,

Mrs. Marsha Roos, Business Advisor
Yearbook Staff

Heidi Hurley, Art/Design Advisor
Yearbook Staff

Braintree High School Wampatuck Yearbook

128 Town Street Braintree, MA 02184 wampatuckyearbook@gmail.com 781 848 4000

BUSINESS AD
ORDER FORM

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

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TOTAL AMOUNT ENCLOSED: $_____

BUSINESS AD DEADLINE: **January 23, 2015**
YEARBOOK PURCHASE PRICE IS $90.00, available online see www.gpvillage.com/bhs

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Wishes the Class of 2012
Congratulations and Best Wishes
In Your Future Endeavors!

ROTARY INTERNATIONAL

www.braintreerotaryclub.org

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105 14

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8 COLOR Run Prepare for Submission for Color ID information
ICID None, Black
IMCID Black None Registration
Names of tagged colors should appear in this box.
Job No 047260 Page No 170 (even pages)
School Name: Braintree High
Edge of page is the inside edge of gray border. Bleed elements should extend to outside edge of gray border. School name and job number should be entered on the master pages.
Spec. Instr. TCIDPP
PFS Date 02/17/2012 Time 15:08

Job No 047260 Page No 171 (odd pages)
School Name: Braintree High
Edge of page is the inside edge of gray border. Bleed elements should extend to outside edge of gray border. School name and job number should be entered on the master pages.
COLOR Run Prepare for Submission for Color ID information 8
RCID None, Paper Black
RMCID Paper Black None, Registration
Names of tagged colors should appear in this box.
Spec. Instr. TCIDPP
PFS Date 02/17/2012 Time 15:08

CONGRATULATIONS TO THE CLASS OF 2014!

Wishing you the best of luck
in your future endeavors!

BRAINTREE
COOPERATIVE BANK

NMLS# 506213

Braintree: 1010 Washington Street // 372 Washington Street
Quincy: 505 Quincy Avenue (Rt.53) // 781.843.1370 // 800.698.SAVE
www.braintreecooperative.com // Member FDIC/Member SIF

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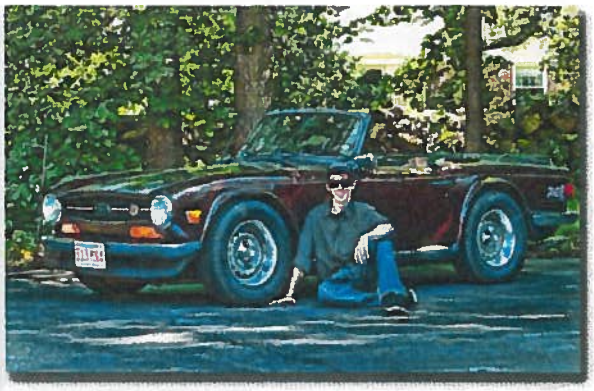
www.silowanphotography.com



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14 041 pg1

TOWN OF BRAINTREE
DISCONTINUANCE OF PUBLIC WAY and SURRENDER OF ANY TOWN INTERESTS IN USE OF THE WAY FOR ROADWAY PURPOSES

MOTION 1: That pursuant to its authority under Massachusetts General Law Chapter 82 Section 32A the Town Council find that Lancaster Road accepted as a public way by the Town of Braintree Annual Town Meeting on May 18, 1980 through Article 53 as referencing a plan entitled "Town of Braintree Plan Showing Cliff Street, Columbia Terrace, Lancaster Road as laid out by John F. Fehan, Town Engineer and recorded in the Norfolk County Registry of Deeds in Plan Book 282 as Plan No. 563 of 1980 on July 18, 1980, and also previously accepted by the Town of Braintree Annual Town Meeting of 1934 under Article 36, and further shown on a Plan filed with a petition dated September 25, 2014 prepared by DeCelle Burke & Associates entitled "PROPOSED DISCONTINUANCE" has been abandoned and unused for ordinary travel and that common convenience and necessity no longer requires it to be maintained in a condition reasonably safe and convenient for travel and further the Town declares it is no longer required to keep in repair the road as described as follows:

Portion of Lancaster Road

Beginning at a point in the southerly sideline of Hill Avenue at its intersection with the easterly sideline of the herein described Lancaster Road, said point being located 147.55 feet S72°51'20"W along the southerly sideline of the Hill Avenue from the most northeasterly corner of assessors' parcel "3047 0 88";

thence S85°05'53"W 49.04 feet along the southerly sideline of Hill Avenue to a point on the westerly sideline of Lancaster Road;

thence turning and running 12.13 feet along the arc of a curve to the right having a radius of 10.00 feet to a point of tangency on said westerly sideline of Lancaster Road;

thence S23°25'40"E 298.01 feet along said westerly sideline of Lancaster Road to a to a point on the northerly sideline of Cliff Street;

thence continuing on that same bearing 40.00 feet to a point on the southerly sideline of Cliff Street and another 341.40 feet through a drill hole in a concrete bound in said westerly sideline of Lancaster Road to the end point of this discontinuance;

thence N66°34'20"E 40.00 feet along the end of this discontinuance to the endpoint of this discontinuance on the easterly sideline of Lancaster Road;

Thence N23°25'40"W 633.19 feet to the point of beginning.

The above described portion of Lancaster Road is hereby discontinued as a Public Way in the Town of Braintree, County of Norfolk, Commonwealth of Massachusetts, and therefore all benefits and responsibilities to the Town of Braintree currently appurtenant to the status of "Public Way" within the Commonwealth are discontinued. Any fee interest of the Town in the area within the above described limits is surrendered. This discontinuance shall not be construed as surrendering the rights of use or ownership of

any other party appurtenant to the layout of Lancaster Road, and the portion of Lancaster Road previously accepted as a public way and outside of the above described area of discontinuance remains a public way.

14061 pg 3

TOWN OF BRAINTREE

DISCONTINUANCE OF PUBLIC WAY and SURRENDER OF ANY TOWN INTERESTS IN USE OF THE WAY FOR ROADWAY PURPOSES

MOTION : That pursuant to its authority under Massachusetts General Law Chapter 82 Section 32A the Town Council finds that Cliff Street, accepted as a public way by the Town of Braintree Annual Town Meeting on May 18, 1980 through Article 53 as referencing a plan entitled "Town of Braintree Plan Showing Cliff Street, Columbia Terrace, Lancaster Road as laid out by John F. Fehan, Town Engineer and recorded in the Norfolk County Registry of Deeds in Plan Book 282 as Plan No. 563 of 1980 on July 18, 1980, and further shown on a Plan filed with a petition dated September 25, 2014 prepared by DeCelle Burke & Associates entitled "PROPOSED DISCONTINUANCE" has been abandoned and unused for ordinary travel and that common convenience and necessity no longer requires it to be maintained in a condition reasonably safe and convenient for travel and further the Town declares it is no longer required to keep in repair the road as described as follows:

Cliff Street

Beginning at a point in the easterly sideline of Columbia Terrace at its intersection with the northerly sideline of the herein described Cliff Street, said point being located at a point of curvature in said easterly sideline of Columbia Terrace 360.15 feet along that sideline from Hill Avenue;

thence S36°40'40"E 38.44 feet along the northerly sideline of Cliff Street to a point of curvature;

thence running 53.88 feet along the arc of a curve to the left having a radius of 40.22 feet to a point of tangency;

thence N66°34'20"E 200.06 feet to a point on the westerly sideline of Lancaster Road;

thence S23°25'40"E 40.00 feet along said westerly sideline of Lancaster Road to a to a point on the southerly sideline of Cliff Street;

thence S66°34'20"W 200.04 feet a point of curvature;

thence running 75.78 feet along the arc of a curve to the left having a radius of 63.78 feet to a point of compound curvature in said easterly sideline of Columbia Terrace;

thence turning and running 151.25 feet along the arc of a curve to the left having a radius of 246.72 feet, along said easterly sideline of Columbia Terrace, to the point of beginning.

The above described Cliff Street is hereby discontinued as a Public Way in the Town of Braintree, County of Norfolk, Commonwealth of Massachusetts, and therefore all benefits and responsibilities to the Town of Braintree currently appurtenant to the status of "Public Way" within the Commonwealth are discontinued. Any fee interest of the Town in the area within the above described limits is surrendered. This discontinuance shall not be construed as surrendering the rights of use or ownership of any other party appurtenant to the layout of Cliff Street.

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

PLANNING BOARD

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

Joseph C. Sullivan
Mayor

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

From: Christine Stickney, Director
Planning and Community Development Department

Date: November 13, 2014

Re: Recommendation on Rezone Request – Allen Street
Town Council Order #14-068

The Braintree Planning Board held a public hearing on **November 10, 2014** for Town Council Order #14-068 a rezone request for #4 Allen Street (Assessors' Map 3004 Plot 11) and #44 Allen Street (Assessors Map 3004 Plots 7, 8, and 9) to change the existing zoning of these properties.

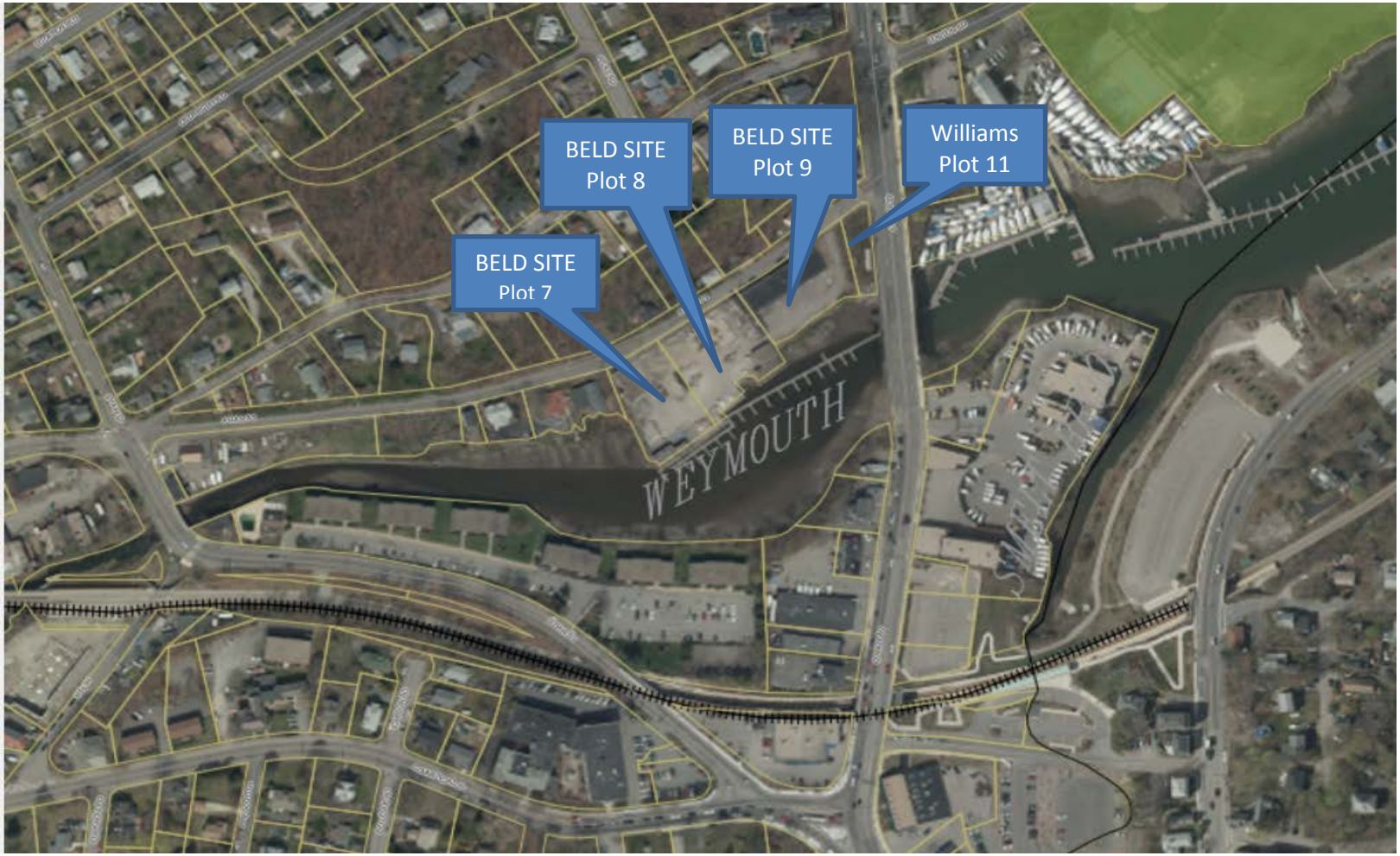
The request before the Planning Board was to rezone #4 and #44 Allen Street from Commercial zoning to Braintree Weymouth Landing District zoning. The Planning Board reviewed the existing and proposed zoning in relation to the adjoining properties and zoning of the general area. After review and discussion, the Planning Board unanimously voted on November 10, 2014 to recommend **favorable action** to the Town Council on the rezone petition.

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

	In favor of the Motion	Against the Motion
Robert Harnais, Chair	X	
Joseph Reynolds, Vice-Chair	X	
James Eng, Member		Absent
Darryl Mikami, Member	X	
Melissa MacDonald	X	

Christine Stickney, Director
Planning and Community Development

CC: Mayor Sullivan
Applicants
File



PROPOSED REZONE OF ASSESSORS MAP 3004 – Plots 7, 8, 9 and 11

Frank A. Marinelli
Attorney at Law
439 Washington Street
Braintree, Ma. 02184
Tel: 781-849-0400
Fax: 781-848-9927
Email: Fmarinellilaw@aol.com

Also admitted
In Rhode Island

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 OCT 10 PM 1:18

October 10, 2014

IN HAND

Thomas M. Bowes, President
Town Council, Town of Braintree
1 JFK Memorial Drive
Braintree, MA 02184

Re: Discontinuance Petition, Cliff Street & portion of Lancaster Road

Dear President Bowes and Members of the Braintree Town Council:

The petition for discontinuance of Cliff Street and portion of Lancaster Road (collectively the "area of discontinuance") contained a minor typographical error in footnote no. 1.

A statute citation of M.G.L. c. 41, sec. 81L should have been M.G.L. c. 41, sec. 81I.

A correction of the minor typographical error is attached.

Thank you for your cooperation and attention.

Sincerely,

Frank A. Marinelli

Cc: Planning Department

#14-061

PETITION OF K. SPILLANE LLC and BOOK SHE, LLC (collectively the "QUIRK ENTITIES" or "PETITIONER") TO DISCONTINUE CLIFF STREET AND PORTION OF LANCASTER ROAD AS SHOWN ON A PLAN ENTITLED "PROPOSED DISCONTINUANCE" PREPARED BY DeCELLE BURKE & ASSOCIATES, INC. DATED SEPTEMBER 25, 2014 (the "PLAN")

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 OCT 10 PM 1:18

1. Nature of Petition: Pursuant to M.G.L. c. 82, sec. 21, the Petition requests discontinuance of Cliff Street and the portion of Lancaster Road shown on the Plan (see Exhibit No. 1). The "area of discontinuance" is described in Exhibit No. 2.

2. Reasons for Petition: M.G.L. c. 82, sec. 21 provides in pertinent part: "The Selectmen or road commissioners of a town or city council of a city may lay out, relocate or alter town ways…and a town, at a meeting, or the city council of a city, may *discontinue* a town way or private way" (Emphasis Supplied).[1] Cliff Street and Lancaster Road were laid out by the Selectmen in 1980. The roads, or portions thereof, were not constructed to Town standards. Without limitation, discontinuance, as requested by the Petition, will discontinue Town maintenance responsibility for the area of discontinuance. Over the past approximate

[1] M.G.L. c. 41, sec. 81I provides in pertinent part: "In a city of town having a planning board established under section eighty-one A but which has not adopted an official map no public way shall be laid out, altered, relocated or discontinued, unless the proposed laying out alteration, relocation or discontinuance has been referred to the planning board of such city or town and such board has reported thereon, or has allowed forty-five days to elapse after such reference without submitting its report…"

twelve (12) years, the Quirk entities acquired property abutting and/or proximate to the area of discontinuance. The Quirk acquisitions included land formerly used as the Flibotte junkyard. The Quirk entities own property abutting the area of discontinuance. The area of discontinuance and surrounding property are zoned Highway Business District (the "HBD"). Single family residential use is not allowed in the HBD. Motor vehicle sales/service (dealership) is a use by right in the HBD.[2]

3. Requested Action: The Petitioner respectfully requests, pursuant to M.G.L. c. 82, sec. 21 that the Town of Braintree, by and through its Town Council, discontinue the Town ways shown as Cliff Street and the portion of Lancaster Road (shown as the proposed discontinuance area on the Plan) together with discontinuance of any public easement to travel in/over the area of discontinuance. The Petitioner further requests, upon discontinuance, that the Town release to the property owner(s) abutting the area of discontinuance any right, title and/or interest of the Town in the area of discontinuance and/or take such other action deemed necessary and/or advisable.[3]

---

[2] Quirk auto is currently licensed to park/store motor vehicles proximate to the area of discontinuance.

[3] Abutters to a public way ordinarily hold the title to the fee to the center of the public way subject only to the easement of travelers to pass and repass. In re Opinion of the Justices, 297 Mass. 559, 562, 8 N.E.2d 179, 181

Petitioner reserves all rights including the right to modify and/or supplement the Petition.

(1937). Perley v. Chandler, 6 Mass.454, 456, 1810 WL 952 (1810). Nylander, infra. Mass. Practice Series, Vol. 18B, sec. 23.12, Discontinuance of Public Ways. Once the road is discontinued, however, the public easement to travel over the road is terminated and the abutter holds the land free from public easement. Perley, supra. See also Nylander v. Potter, 423 Mass. 158 (1996), at page 161: "When the town of Warwick discontinued Bachellor Road as a town road, the landowners abutting the road had full ownership interest in the roadbed." Wright v. Walcott, 238 Mass. 432, 436 (1921). Perley, supra; Opinion of the Justices, supra.

#14-061

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 25, 2014
OWNER:	Paper Street, Portions of Lancaster Rd and Cliff St
APPLICANT:	Petition of Book She LLC K Spillane LLC

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 E.S.

Robert M. Cusack
Chairman

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
3046 0 13	QUINCY AV	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3046 0 14	PATTEN AV	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3047 0 17	42 LANCASTER RD	CLEAN HARBORS OF BRAINTREE	C/O INDUSTRIAL VAL SVCS	PO BOX 92108	AUSTIN	TX	78709
3047 0 18	LANCASTER RD	CLEAN HARBORS OF BRAINTREE	C/O INDUSTRIAL VAL SVCS	PO BOX 92108	AUSTIN	TX	78709
3047 0 19	LANCASTER RD	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3047 0 20	39 LANCASTER RD	BOOK SHE LLC	C/O QUIRK CHEVROLET	PO BOX 850972	BRAINTREE	MA	02185
3047 0 25	29 LANCASTER RD	BOOK SHE LLC	C/O QUIRK CHEVROLET	PO BOX 850972	BRAINTREE	MA	02185
3047 0 55	66 COLUMBIA TR	PETERS JOHN D	PETERS ROBERTA D	66 COLUMBIA TERRACE	BRAINTREE	MA	02184
3047 0 60	COLUMBIA TR	BRAINTREE TOWN OF		TOWN HALL	BRAINTREE	MA	02184
3047 0 61	COLUMBIA TR	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3047 0 62	COLUMBIA TR	DIGAETANO JULIUS R TRUSTEE	DIGAETANO COLUMBIA TEF	54 MIDDLE STREET	BRAINTREE	MA	02184
3047 0 63	64 COLUMBIA TR	DIGAETANO JULIUS R TRUSTEE	DIGAETANO COLUMBIA TEF	54 MIDDLE STREET	BRAINTREE	MA	02184
3047 0 64	65 COLUMBIA TR	DIGAETANO JULIUS R TRUSTEE	DIGAETANO COLUMBIA TEF	54 MIDDLE STREET	BRAINTREE	MA	02184
3047 0 67	COLUMBIA TR	DIGAETANO JULIUS R TRUSTEE	DIGAETANO COLUMBIA TEF	54 MIDDLE STREET	BRAINTREE	MA	02184
3047 0 68	61 COLUMBIA TR	BOOK SHE LLC	C/O QUIRK CHEVROLET	PO BOX 850972	BRAINTREE	MA	02185
3047 0 69	45 COLUMBIA TR	BOOK SHE LLC	C/O QUIRK CHEVROLET	PO BOX 850972	BRAINTREE	MA	02185
3047 0 72	COLUMBIA TR	BOOK SHE LLC		444 QUINCY AVENUE	BRAINTREE	MA	02184
3047 0 78	32 PATTEN AV	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185
3047 0 85	COLUMBIA TR	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3047 0 86	CLIFF ST	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3047 0 87	LANCASTER RD	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3047 0 88	LANCASTER RD	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972
3047 0 89	COLUMBIA TR	K SPILLANE LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	Braintree	MA	02185-0972
3048 0 3	575 QUINCY AV	MARCH FOURTH LLC	c/o DANIEL J QUIRK MGR	PO BOX 850972	BRAINTREE	MA	02185-0972

End of Report

#14-061

Area of Discontinuance

Beginning on the northeast corner of the Hill Avenue and Lancaster Road intersection thence running;

South 85-05'-53" West Forty Nine and 04/100 feet (49.04') along Hill Avenue to a point, thence along a curve;

Southerly a Length of Twelve and 13/100 foot (12.13') with a Radius of Ten and 00/100 feet (10.00') to a point thence running tangent;

South 23-25'-40" East Two Hundred Ninety Eight and 01/100 feet (298.01') to the intersection with Cliff Street, thence turning and running;

South 66-34'-20" West Two Hundred and 06/100 feet (200.06') to a point on a curve, thence running along the curve;

Northerly a Length of Fifty Three and 88/100 feet (53.88') with a Radius of Forty and 22/100 feet (40.22') to a point thence running tangent;

North 46-40'40" West Thirty-Eight and 44/100 feet (38.44') to a point along Columbia Terrace, thence running along a curve;

Southerly a length of One Hundred Fifty One and 25/100 feet (151.25') with a radius of Two Hundred Forty Six and 22/100 feet (246.22') along Columbia Terrace to a point, thence along a curve;

Northeasterly a length of Seventy-Five and 78/100 feet (75.78') with a radius of Sixty-Three and 78/100 feet (63.78') to a point thence running tangent along Cliff Street;

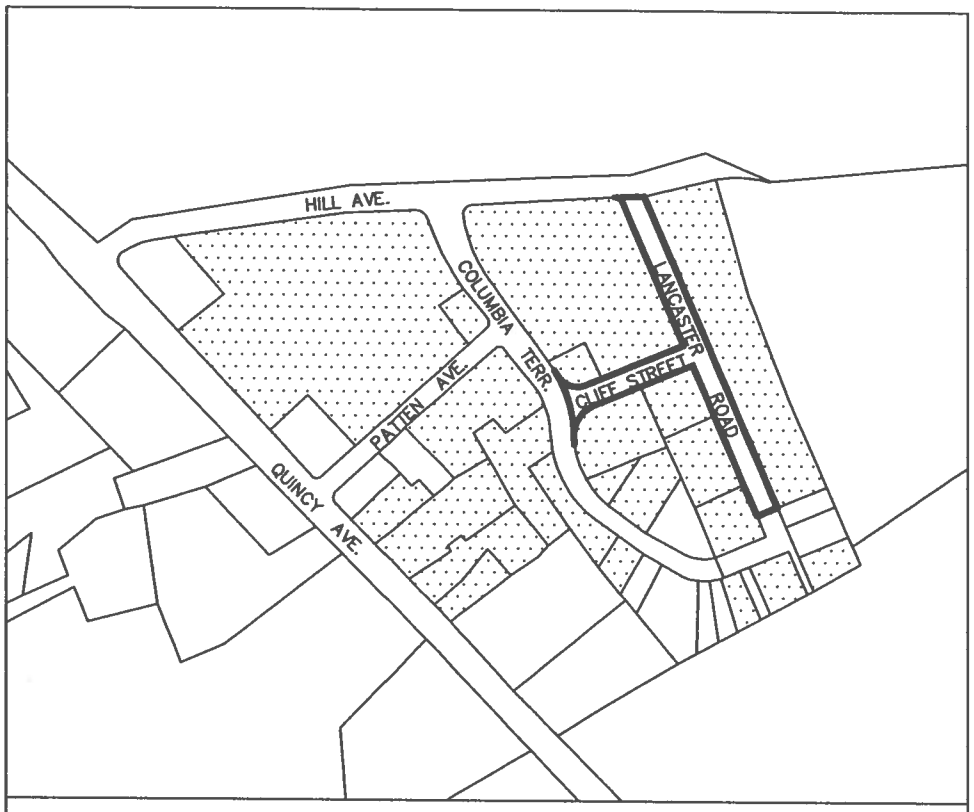
North 66-34'-20" East Two Hundred and 04/100 feet (200.04') to the intersection with Lancaster Road, thence turning and running;

South 23-25'-40" East Three Hundred One and 40/100 feet (301.40') to a point , thence turning and running;

North 66-34'-20" East Forty and 00/100 feet (40.00') to a point at a lot owned by Clean Harbors Inc., thence turning and running;

North 23-25'40" West Six Hundred Thirty Three and 19/100 feet (633.19') along Lancaster Road to the Point of Beginning.

Said Area of Discontinuance = 36,165.4 s.f.



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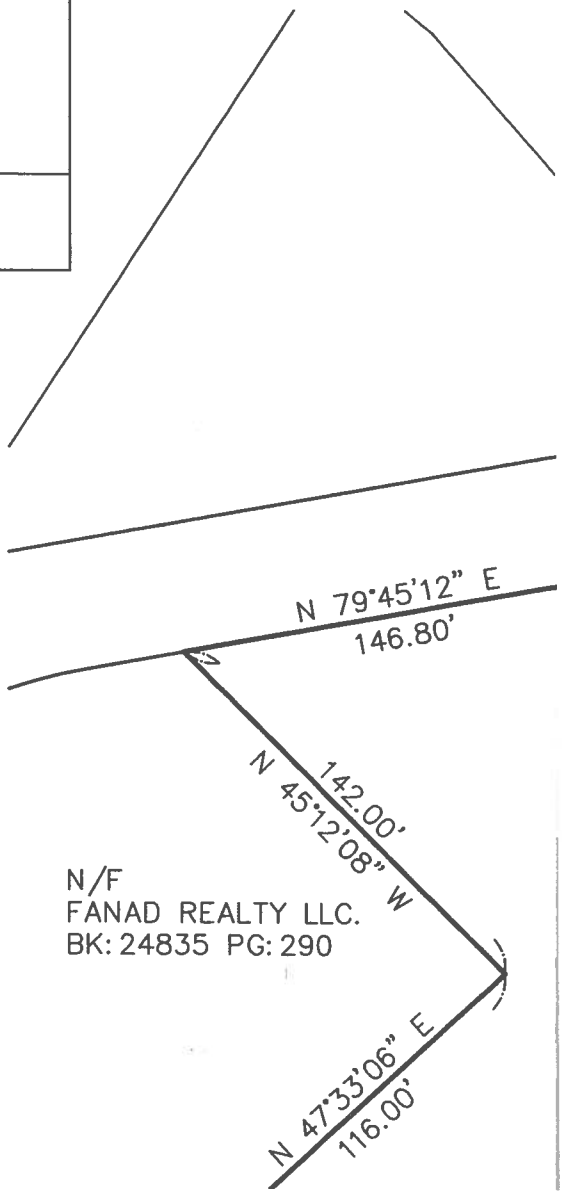


LAND COURT PLAN 7584

Joseph C. Sullivan
Mayor

Braintree-Weymouth Landing Zoning

(Adopted January 8, 2011 – Council Order #10- 067)

§ 615-01 Braintree-Weymouth Landing District:

The Town of Braintree shall have a designated Braintree-Weymouth Landing District (BWLD) as established pursuant to Section 135-301 (District Established) described herein and as shown on the Braintree Zoning Map dated (January 8, 2011) as revised and amended to date on file in the office of Town Clerk.

§ 615-02 Purpose:

A. The purpose of the Braintree-Weymouth Landing District (BWLD) is to establish a specific zoning district for the unique needs of a small mixed use commercial area that spans two municipalities. The BWLD shall establish reasonable standards in accordance with the following purpose and intent;

1. Encourage an appropriate density of land uses for commercial, governmental, institution, and residential uses to support a vibrant village center to benefit and utilize the existing commuter rail station and public surface transportation.

2. Create a friendly multimodal transportation environment so that commercial enterprises and consumer services do not rely solely on automobile traffic to bring consumers and employees into the area.

3. Promote mixed use and compact development within a single structure both vertically and horizontally that maintains the visual character and architectural scale of development within the district.

4. Encourage the re-use and upgrade of existing properties with efforts to promote more efficient and economical parking facilities to compliment existing and new development within the district.

5. Encourage mixed uses that promote small business establishments and local job creation that compliment the needs of the surrounding residential neighborhoods and the general population of the Town of Braintree and the Town of Weymouth.

6. Provide a range of housing options for people of different stages of life, income levels and work/live options.

7. Promote an active and publically accessible waterfront.

§ 615-03 Applicability:

Land located within the Braintree - Weymouth Landing District (BWLD) as designated on the official Town Zoning Map shall be subject to the provisions of this ordinance relative to all new development, demolition, substantial improvement and/or exterior renovation.

The following sections of the Zoning Ordinance are not applicable to properties located within the Braintree – Weymouth District (BWLD), unless otherwise specified within Section 615 of the ordinance.

Zoning Ordinance Section 135-203 (See 615H)
Zoning Ordinance Section 135-605
Zoning Ordinance Section 135-701, 702, 705, 707, 708, 710,711
Zoning Ordinance Section 135-802, 803, 804, 807, 808, 809, 812, 814
Zoning Ordinance Section 135-905, 907,908(a)
Zoning Ordinance Section 135-1001
Zoning Ordinance Section 135-1403

§ 615-04 Uses (Permitted by Right, Special Permit or Prohibited) within Braintree-Weymouth Landing District

Pursuant to the provisions of the Zoning Ordinance Section 601 (Table of Principal Uses) describes those uses allowed by right, special permit or that are not allowed/prohibited. (See table)

See Article V of Zoning Ordinance for Special Permit for procedures, provisions and guidelines for submission of a special permit application. The Special Permit Granting Authority may where deemed necessary require a traffic study be prepared for issuance of a use Special Permit.

Site Plan Review pursuant to Zoning Ordinance Section 711 is not applicable to properties located in the Braintree-Weymouth Landing District rather development in this District is pursuant to administrative site plan review as defined under Section §615-09 of this zoning ordinance.

§ 615-05 Density and Dimensional Requirements

The required minimum lot size for lots created after (January 8, 2011) in the Braintree-Weymouth Landing District (BWLD) is 5,000 SF.

The following density and dimensional requirements apply to all new development and/or substantial improvement of an existing structure within the BWLD district

Table 1 - Building Setbacks/Density & Dimensional

	Front (min-max)	**Side**	**Rear**	**Lot coverage** (min - max lot)
BWLD	0'- 10'	---	0-15	80-90%
BWLD Special Permit	10'- 25'	---	---	100%
NOTE	(1)	(3)(4)	(2) (3)	(5)

"---" indicates no dimensional requirement applies

NOTES:

(1) Landscaping, pedestrian walkways, seasonal outdoor dining areas and five (5) feet of a deck or balcony may be located within any building setback area. Parking is prohibited within the front building setback.

(2) A 15' minimum rear buffer setback (see Section 702B of zoning ordinance) applies only where a parcel and/or lot abuts a residential zoning district.

(3) A 15' minimum waterway zoning setback is measured from the top of the bank as delineated by the Conservation Commission for the Monatiquot River and estuarine segment of Smelt Run (north of the MBTA tracks) area only.

(4) A (8'min - 15' max) side setback from the corporate municipal boundary applies only in the Landing Center east of Commercial Street. Parking is prohibited within a side building setback of the municipal corporate line.

(5) Impervious land area is defined as land use alteration that prevents the natural infiltration of water into the soil. Examples of common impervious surfaces include, but not limited to, are paved area, walkways, patios in addition to building footprint.

Table 2 – Additional Density and Dimensional Requirements

	Story Height (max)	**Highest Floor Height** max above ground	**Roof Height** (max)	**Residential Units** (max)	**Street Wall Transparency** First floor (min)
BWLD	2.5	30'	40'	19	60%
BWLD Special Permit	4	45'	54'	---	---
NOTES	(9)				

(9) The maximum height is measured in both stories and feet.

a. The building height is measured as the vertical distance of the highest point of the roof beam in the case of a flat roof and of the mean level of the highest gable of a sloping roof as measured from the mean ground level at all elevations of a building.

b. A half story is a finished living floor, which is contained wholly or predominantly within the roof of a structure and is subject to the regulations of the local building code.

c. Towers, widow's walks, cupolas, and other similar building features may extend one story above the normal height limits.

§ 615-06 General Requirements

1. Vehicle drive through windows, in conjunction with any use, is prohibited in those portions the Braintree-Weymouth Landing District located in the Town of Braintree.

2. The ground floor of a multi-use building shall have both front and rear façades occupied by business uses only.

3. Buildings must have a primary entrance door facing a public sidewalk (entrances at building corners are acceptable). Building entrances may include doors to individual businesses, lobby entrances, entrances to pedestrian-oriented plazas or courtyards servicing clusters of businesses.

4. Underground utility lines are required for new and substantially approved buildings unless applicants can demonstrate a physical restriction or installation will be blocked by existing underground obstructions

5. All external units for heating, cooling etc. mechanical units shall be located in a screened structure on rooftops.
6. All refuse disposal (dumpsters etc) shall be located in an enclosure and/or with a locked top – no outdoor refuse storage will be permitted unless in an enclosure.
7. Appropriate landscaping and design shall be incorporated into new and expanded development within the BWLD. Landscaped design plans shall be prepared by a landscape architect for all special permit applications. For administrative site plan reviews, the Planning Director may at their discretion accept a plan prepared by someone other than a landscape architect if said plan shows the type, size and location of all proposed plantings. Side Yards shall between structures less than 10' apart shall be screened from public view by a solid fence or tight landscaping not less than 5' in height. Chain link fences are not permissible. Side Yards between structures greater than 10' apart shall be landscaped appropriately.

§ 615-07 Uses and Structures Subject to Special Permit Requirements

Pursuant to the provisions of Section 601 (Table of Principal Uses) of the Zoning Ordinance, Special Permit uses identified in the Braintree-Weymouth Landing District (BWLD) shall only be permitted by a Special Permit issued by Braintree Planning Board (Special Permit Granting Authority) in accordance with the procedure identified under Section 503 (Special Permit Procedures) of the Zoning Ordinance.

§ 615-08 Special Permit for design, development and parking:

In addition to a use specified in Section 615-C, the Special Permit Granting Authority may also consider issuance of a Special Permit in the Braintree-Weymouth Landing District for the following:

1. The Planning Board may issue a Special Permit for development rights over and above those allowed by the base density and dimensional requirements of Section 615 –D Tables 1 and 2 based on the extent to which the development satisfies the following criteria:

a. Provision of a publicly accessible waterfront walkway with direct connections to adjacent sidewalks and existing or potential walkways on adjacent properties. Publicly accessible walkways and open space shall be defined as those which, whenever possible, shall be accessible to and usable by the general public during daylight hours without undue restriction.

b. Provision of up to 100% of the lot area as publicly accessible open space. Open space shall be designed as an integral part of any development and shall enhance the development and the area in which the development is located. Open space may include pedestrian walkways and recreational open space open to the public. Open space shall not include paved streets, sidewalks abutting streets, parking areas or recreational open space not open to the public.

c. Preservation and reuse of historic buildings on the site.

2. The Planning Board may issue a Special Permit for relief from parking requirements set forth in Section 615 - K

§ 615-09 Administrative Site Plan Review only in Braintree-Weymouth Landing District (BWLD)

Site Plan Review pursuant to the Zoning Ordinance shall **not** apply to property located within the Braintree-Weymouth Landing District rather Site Plan Review within the BWLD district shall be accomplished by Administrative site plan as follows:

1. The following activities in the Braintree-Weymouth Landing District shall be subject to Administrative site plan review, whether they occur in conjunction with new development, or whether occurring in conjunction with continuation of an existing use.

    a. Any new construction or exterior alterations requiring a building permit, excluding replacement of existing roofing with similar materials.

    b. Any signage – including new, altered existing signs and awnings.

    c. Freestanding ground lighting.

    d. Fencing of any height.

    e. New curb cuts or relocation of an existing curb cut that does not require a special permit.

    f. New paving for two or more vehicles.

    g. Creation of outdoor seating and dining areas for existing restaurants.

2. Site plan review for those properties located within the Town of Braintree jurisdiction and in the Braintree-Weymouth Landing District shall be conducted administratively by the Braintree Director of Planning & Community Development Department in accordance with following:

   a. The Memo of Understanding between the Towns of Braintree and Weymouth signed by both Mayors and dated 3/25/10.

   b. The Director of Planning and Community Development shall be responsible for approving and/or conditionally approving a site plan, based on its consistency with the provisions of the Braintree - Weymouth Landing District, other official plans for the District and surrounding areas, and the Town's design guidelines. Applicants that do not provide required information as to any site plan review request may be disapproved by the Director for lack of sufficient information to render an administrative decision.

   c. The Director of Planning and Community Development is given authority pursuant to this section of the ordinance to develop regulations for the processing of administrative site plan review.

   d. The Director may choose to send any request for site plan review, pursuant to this section for action by the Planning Board within forty-five days of receipt, if he/she determines a public meeting is necessary under the provision of this ordinance.

<u>§ 615-10 Parking Requirements of the Braintree-Weymouth Landing District:</u>

The following uses identified in Section 601 of the Braintree Zoning Ordinance, for the Braintree-Weymouth Landing District, shall comply with required parking under Section 806 of the Zoning Ordinance. Except for those uses specifically identified below that will be located within 1000' feet of the East Braintree/ Weymouth commuter rail station and a municipal parking lot, parking requirements are permissible by the following requirements:

Residential uses above first floor only – 0.8 spaces per unit
Retail uses –1 space per 500 GSF (retail uses less than or = 30,000 GSF)
Professional and Business office – 1.7 spaces per 1000 GSF
Restaurant – 1 space per 6 seats

Administrative site plan review is required for new paving for two or more vehicles (see Section 615-H)

§ 615-11 Site Access, Parking and Bicycle requirements of the Braintree-Weymouth Landing District

The following criteria are included to ensure that new and redesigned site access is constructed in accordance with the BWLD character and the provisions of this ordinance.

1. New curb cuts on existing public ways shall be minimized. To the extent feasible, access to businesses shall be provided through one of the following methods either through a common driveway serving adjacent lots/premises or through an existing side or rear street thus avoiding the principal thoroughfare. Garage doors or loading docks on the front façade are prohibited.

    A. Proposed curb cuts within 200 feet of intersections are subject to administrative site plan review.
    B. Proposed curb cuts greater than 30' in width and driveway openings greater than 20' in width are subject to administrative site plan review. Full width curb cuts are prohibited.

The following criteria are included to ensure that new and redesigned off-street parking areas are constructed in accordance with the BWLD character and the provisions of this ordinance

2. Parking and Bicycle requirements:

    a) Parking areas shall be located to the side and rear of the structure. Parking areas shall be designed such that parking is prohibited within the required front yard setback.

    b) Full-size parking spaces (See Figure 1 at end of Zoning Ordinance). Each full-size parking space shall be a minimum of 8.5 feet in width and18 feet in length. Handicap parking spaces shall be designed and laid out as required by 521 CMR or any successive regulations.

    c) Driveways shall be located so as to minimize conflict with traffic on public streets and to maintain good visibility and sight distance.

    d) Parking areas shall include provisions for the "parking" of bicycles in bicycle racks in locations that are safely segregated from automobile traffic and parking. For parking areas of ten or more spaces, bicycle racks facilitating locking shall be provided to accommodate one bicycle per 20 parking spaces or fraction thereof.

e) Where possible, parking areas shall be interconnected in a manner that allows the unobstructed flow of pedestrians between businesses and the parking areas.

f) Large parking areas (e.g. greater than twenty (20) parking spaces) shall be separated by landscaped islands of 8 to 10 feet in width or in the alternative shall devote at least 5% of the interior of the parking lot to landscaping. In addition, a minimum of 1 shade tree shall be planted for every 6 parking spaces required or built, within appropriate locations on the lot(s). The plan shall show the location of plantings, including use of plantings to buffer neighboring properties, and along the street frontage and pedestrian ways. Trees planted within parking areas shall be planted in protected pervious plots of at least sixty (60) square feet of area.

g) Provision for safe and convenient pedestrian access shall be incorporated into plans for new construction of buildings and parking areas and should be designed in concert with landscaping plans noted below. New construction should improve pedestrian access to buildings, sidewalks and parking areas and should be completed with consideration of pedestrian safety, handicapped access and visual quality. Where appropriate, applicants are encouraged to provide pedestrian and/or bicycle paths connecting their site with abutting areas in order to promote pedestrian and bicycle circulation and safety in the district. When parking is located in the rear, pedestrian access via a pedestrian-oriented alley or walkway through to the primary street is encouraged.

<u>§ 615-12 Special Permit – Parking reduction:</u>

Reductions in "off-street" parking may be eligible for issuance of a Special Permit and considered waived when applicants can demonstrate options described as follows to the Special Permit Granting Authority:

1) Shared parking agreements within the Braintree-Weymouth Landing District with other land owners/businesses for peak and non-peak demand hours.
2) Shared access between properties
3) Shared or co-location for refuse facilities of multi-businesses.
4) Financial commuter incentives for employees to use public transit and bus system.
5) Accommodations for bike parking and users beyond the installation of a simple bike rack.
6) Provide parking accommodations for small motorized non-vehicle modes of transportations such as motorcycles, scooters, mopeds etc.
7) Any other Transportation Demand Management (TDM) alternative or option proposed by an applicant and review/recommended by the Planning and Community Development Director.

§ 615-13 Signage and Advertising Devices within the Braintree-Weymouth Landing District

(1) For purposes of the Braintree-Weymouth Landing District the following definitions shall be applicable in reference to external advertising devices regulated by this ordinance:

Awning - a retractable type structure of flexible material (canvas) on a frame attached to the facade of a building and projecting there from as a protection against sun or rain.

Awning Sign Area - the area encompassed by any wording, logo, or design distinct from the awning background color. Awning signs are measured and included within the allowances for parallel wall signs.

Sign – an advertising device that includes any lettering, word, numeral design, emblem, device, trademark, picture, pennant, flag, streamer, banner, or other object or method of constructions used to indicate, direct, announce , advertise, attract or promote.

(2) Permissible signage types within the Braintree -Weymouth Landing District allows for use of only the following:

Wall sign
Awnings
Projecting sign
Multi-tenant sign

Applicants are encouraged to review the Braintree-Weymouth Landing District Design Guidelines before submitting a sign application or displaying other means of advertising devices. In the BWLD, signage is subject to Administrative site plan review pursuant to Section 615-H.

(a) Wall Sign
Each place of business shall be allowed one permanent wall sign parallel to the exterior building facade, projecting not more than 12 inches from said wall and having an aggregate area of two square feet for each horizontal foot of building frontage of said business, provided that the area of said sign shall not exceed 20 square feet. Businesses located over the first floor shall not exceed 20 square feet as well. If such business establishment has more than one public entrance, a secondary sign may be affixed to the building side having a public entrance.

(b) Awnings
Awnings are permissible only at street level and are considered signage if writing and/or a logo are located on the awning. For purposes of this bylaw awnings utilized for advertizing shall be considered a wall sign subject to the requirements

of a wall sign. Applicants shall consult the BWLD design guidelines for guidance on the preferred material, coloring and dimensional requirements.

(c) Projecting Sign

Each lot shall be allowed one projecting sign, mounted to the front building line, provided that the foremost building on the lot is set back from the front lot no greater than 10 feet, subject to the following criteria:

(1) The sign shall have the bottom most edge no lower than 10 feet above grade, nor more than 12 feet above grade; the uppermost edge of the sign shall be no greater than 20 feet above grade or below the roofline, whichever is lower in height; the sign shall project no more than 4.5 feet from the front building line.

(2) The sign area shall not exceed 15 square feet per side with a total surface area of all sides not exceeding 30 square feet.

(3) Projecting signs over public property shall be subject to administrative site plan review as well in accordance with the following conditions.

(a) A projecting sign shall only be placed over a public sidewalk or walkway, and in no case shall a projecting sign extend over any portion of a vehicular travel lane.

(d) Multi-tenant directory sign

Multi-tenant and/or directory wall sign shall be located at the entrance to a multi-tenant building affixed to the exterior wall of the building not exceeding a height of 9' above finished grade. Said sign shall include the building street address and provide one square foot of area for each tenant listed in an orderly and legible manner. Said signs shall be constructed with provisions to allow for changes in occupancy without reconstruction of the entire sign.

(3) General Provisions:

a) Sign material shall be in accordance with the provisions of the design guidelines set forth for the Braintree-Weymouth Landing District.

b) The source of illumination for any sign shall be a white, steady, stationary light of reasonable intensity, shielded and directed solely at the sign, or a white interior light underneath the sign. Neon tubing or similar devices are prohibited. Illumination of signage is also permissible by outdoor lighting attached to said building in accordance with approved with the BWLD design guidelines. Lighting shall be steady, stationary, shielded and of an appropriate location and intensity. Any projecting lights

used for illumination shall be so arranged to reflect light away from any adjoining residential district or public way

c) Roof signs and Marquee signage are prohibited within the Braintree-Weymouth Landing District.

d) Window signs shall not occupy more than 25% of the total area of the window in which they are displayed.

e) Moving, changing electronic digital signs are prohibited within the Braintree-Weymouth Landing District.

f) Existing electronic signs lawfully in existence prior to (January 8, 2011) are not grandfathered for conversion to another form of electronic technology.

g) Placement of temporary signage on sidewalks and public areas is prohibited.

h) Off- premise commercial signs (including roof top and billboard signs) are prohibited from any location within the Braintree-Weymouth Landing District.

§ 615-14 Separation

Should any provision of this Section be declared to be invalid, said provision shall not invalidate any other provision of this Section.

ZONING

Table of Principal Uses

Any use not listed herein are deemed not allowed.

Use	RA	RB	RC	C123	GB	HB	C	OSC	BWLD
Access Across a Zone to Serve a Different Zone	SP	SP	SP	SP	SP	SP	SP	SP	SP
Residential									
One-Family	Y	Y	Y	Y	SP	N	N	N	N
Two Family Conversion	N	SP	Y	Y	SP	N	N	N	N
Apartment House/2 Family	N	N	Y	SP	SP	SP	SP	N	SP
Cluster Development	N	N	N	SP	N	N	N	N	N
Day Care Accessory	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lodging House	N	N	SP	N	SP	N	N	N	N
Residence Above First Story Business Use	N	N	N	N	SP	N	N	N	Y
Institutional									
Cemetery	N	SP	SP	SP	SP	SP	Y	Y	N
Church, Synagogue, and Similar Use	Y	Y	Y	Y	Y	Y	Y	Y	Y
Community Center	N	SP	SP	Y	Y	SP	N	Y	N
Congregate Living Facility	N	SP	SP	SP	SP	SP	SP	N	N
Convalescent Home and Nursing Home	N	SP	SP	SP	SP	SP	SP	N	N
Conversion of Convalescent Home or Nursing Home	N	SP	SP	SP	SP	SP	SP	N	N
Hospital	N	SP	SP	SP	SP	SP	SP	N	N
Institution of Historic, Philanthropic or Charitable Character	SP	SP	SP	SP	SP	SP	SP	N	N
Library	Y	Y	Y	SP	Y	Y	N	N	N
Municipal Building	N	SP	SP	SP	SP	SP	Y	Y	Y
Museum	SP	SP	Y	SP	Y	Y	Y	N	Y
School	Y	Y	Y	Y	Y	Y	Y	Y	Y
Recreational Uses									
Boathouse, Marina	N	N	SP	N	Y	Y	Y	N	Y
Club or Lodge	N	N	SP	SP	Y	Y	SP	N	N
Golf Course	SP	SP	Y	SP	Y	Y	SP	Y	N
Riding Stable/Academy	N	N	N	N	N	Y	N	Y	N
Rod and Gun Clubs	N	N	N	N	N	N	Y	Y	N

ZONING

Table of Principal Uses

Any use not listed herein are deemed not allowed.

Use	RA	RB	RC	C123	GB	HB	C	OSC	BWLD
Agricultural Uses									
Agriculture, Horticulture, Floriculture, Nurseries and Similar Uses	Y	Y	Y	Y	Y	Y	Y	Y	Y
Business Uses									
Amusement or Assembly, Place Of	N	N	N	N	SP	SP	SP	N	SP
Animal Clinic/Hospital	N	N	N	N	SP	Y	Y	N	N
Automotive Repair Service	N	N	N	N	SP	Y	Y	N	N
Bank	N	N	N	N	SP	Y	SP	N	Y
Body Art Establishment	N	N	N	N	N	SP	N	N	SP
Business/Professional Offices	N	N	N	N	Y	Y	SP	N	Y
Catering Service	N	N	N	N	SP	Y	Y	N	Y
Commercial Recreation	N	N	N	N	SP	SP	SP	N	SP
Data Center/Communications Facility	N	N	N	N	Y	Y	Y	N	N
Day Care, Commercial	Y	Y	Y	Y	Y	Y	Y	Y	Y
Essential Services	Y	Y	Y	Y	Y	Y	Y	Y	Y
Factory Outlet Store	N	N	N	N	N	SP	SP	N	N
Fast-Food Establishment	N	N	N	N	SP	Y	SP	N	Y
Funeral Home	N	N	SP	N	Y	Y	SP	N	N
Garage, Nonresidential	N	N	N	N	SP	Y	Y	N	N
Garden Center	N	N	N	N	N	Y	Y	N	N
Hotel or Motel	N	N	N	N	SP	Y	SP	N	SP
Freestanding, Exterior Kiosks	N	N	N	N	SP	SP	SP	N	N
Medical Center/Clinic	N	N	N	N	Y	Y	Y	N	SP
Motor Vehicle Lease and Sales	N	N	N	N	SP	Y	Y	N	N
Office Park	N	N	N	N	N	SP	SP	N	N
Restaurant	N	N	N	N	Y	Y	SP	N	Y
Retail Store(s) and Service(s) Not Elsewhere Classified									
Less than 30,000 SF	N	N	N	N	Y	Y	SP	N	Y
30,000 SF or greater	N	N	N	N	N	SP	SP	N	N
Service Station	N	N	N	N	SP	Y	Y	N	N

ZONING

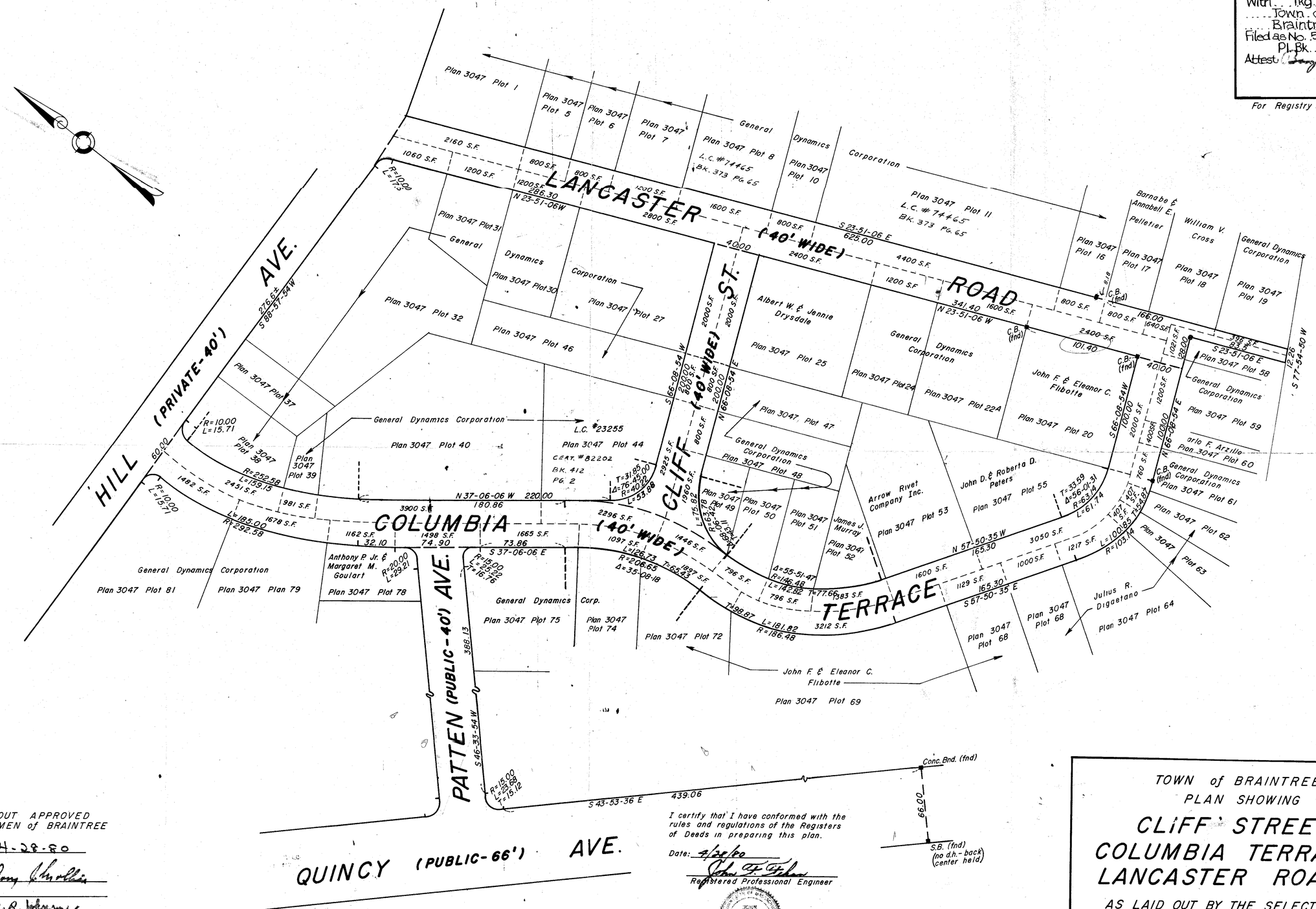
Table of Principal Uses

Any use not listed herein are deemed not allowed.

Use	RA	RB	RC	C123	GB	HB	C	OSC	BWLD
Shopping Center	N	N	N	N	N	SP	N	N	N
Training Schools	N	N	N	N	SP	Y	Y	N	Y
Commercial									
Auto Body Shop	N	N	N	N	N	SP	Y	N	N
Contractor Yards	N	N	N	N	N	N	Y	N	N
Hazardous Waste Facility	N	N	N	N	N	N	N	N	N
Hazardous Waste Transfer Station	N	N	N	N	N	N	N	N	N
Heliport	N	N	N	N	N	SP	SP	N	N
Junkyard	N	N	N	N	N	N	N	N	N
Light Manufacturing	N	N	N	N	N	SP	Y	N	N
Marine-Dependent Use	N	N	N	N	N	SP	SP	N	N
Modular Storage	N	N	N	N	N	SP	SP	N	N
Parking Facility	N	N	N	N	SP	SP	SP	N	N
Printing Facility	N	N	N	N	N	SP	Y	N	N
Public Utility or Public Works Storage Yard	N	N	N	N	N	SP	SP	N	N
Quarry Operations	N	N	N	N	N	N	SP	N	N
Research Facility	N	N	N	N	SP	Y	Y	N	SP
Solid Waste Disposal Facililty	N	N	N	N	N	N	SP	N	N
Transportation Terminal	N	N	N	N	N	SP	SP	N	N
Warehouse	N	N	N	N	N	SP	Y	N	N

ORIGINAL ON FILE
Norfolk Registry of Deeds
Dedham, Mass.
Received July 18, 1980
With Tkg. By
Town of
Braintree
Filed as No. 563 1980
Pl. Bk. 282
Attest: Register

For Registry Use Only



APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
PLANNING BOARD TOWN OF BRAINTREE

LAYOUT APPROVED
SELECTMEN of BRAINTREE
Date: 4-28-80

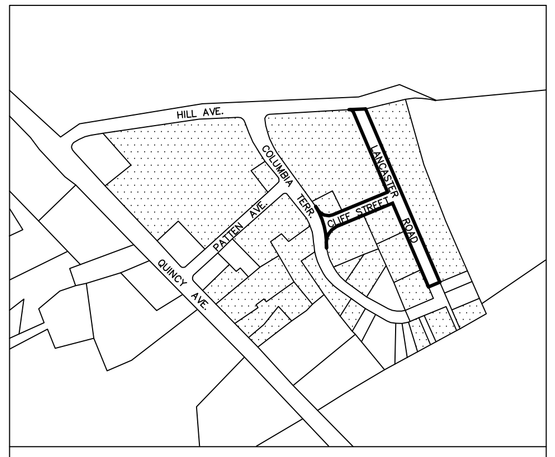
ACCEPTED BY VOTE OF TOWN MEETING
5/13 1980
ARTICLE 53
Eileen Donahue
Asst. TOWN CLERK

I certify that I have conformed with the rules and regulations of the Registers of Deeds in preparing this plan.
Date: 4/22/80
Registered Professional Engineer

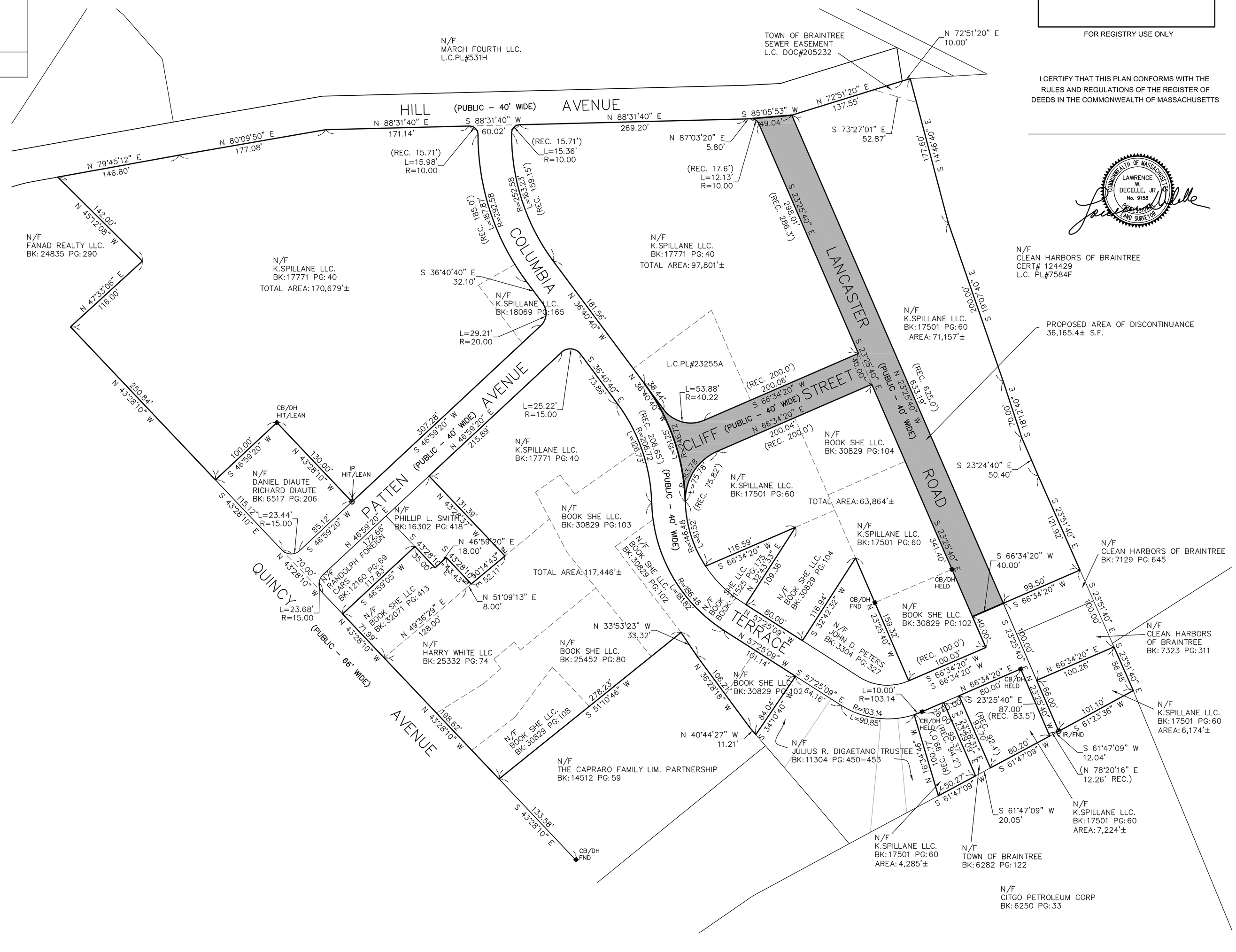
TOWN of BRAINTREE
PLAN SHOWING
CLIFF STREET
COLUMBIA TERRACE
LANCASTER ROAD
AS LAID OUT BY THE SELECTMEN
SCALE: 1" = 40'
DATE: FEB. 21, 1980
JOHN F. FEHAN
TOWN ENGINEER

G 984

G 984 JN 150



LOCUS MAP NOT TO SCALE



FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS IN THE COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS LAWRENCE W. DECELLE, JR. No. 9158 PROFESSIONAL LAND SURVEYOR

DeCELLE BURKE & Associates, Inc.
149 Independence Avenue Quincy, MA 02169
(617) 405-5100 (O) (617) 405-5101 (F)
WWW.DECELLE-BURKE.COM

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

LAWRENCE W. DECELLE, JR. PLS — DATE 9/25/14

GENERAL NOTES:

ZONING: HIGHWAY BUSINESS

MINIMUM REQUIREMENTS:
AREA: 25,000 S.F.
FRONT SETBACK: 50'
SIDE SETBACK: 30'
REAR SETBACK: 50'
LOT FRONTAGE/WIDTH: 100'/150'

DEED REFERENCE:

BK: 17771	PG: 40
BK: 18069	PG: 165
BK: 17501	PG: 60
BK: 30829	PG: 102–104
BK: 25332	PG: 74
BK: 25452	PG: 80
BK: 30829	PG: 108

PLAN REFERENCE:

BK: 33	PL#1542
BK: 33	PL#1540
BK: 361	PL#1372H
BK: 361	PL#1372G
BK: 277	PL#772

PL#1121 OF 1948
PL#364 OF 1946
PL#1342 OF 1951
PL#913 OF 1964
TAKING PL#108 OF 1959
TAKING PL#282 OF 1980
HIGHWAY LAYOUT #520
HIGHWAY LAYOUT #661
LAND COURT PL#23255A
LAND COURT PL#7584F
LAND COURT PL#531H

1. LOCUS IS NOT IN A SPECIAL FLOOD HAZARD ZONE PER FIRM MAP# 250233–0226–E EFFECTIVE DATE JULY 17, 2012.

2. PROPERTY LINES DEPICTED ON THIS PLAN ARE DERIVED FROM DEEDS AND PLANS OF RECORD SUPLIMENTED WITH AN ON THE GROUND SURVEY PERFORMED BY DECELLE–BURKE ASSOCIATES INC. IN APRIL 2013.

3. THIS PLAN WAS PREPARED WITHOUT THE BENIFIT OF A FULL TITLE PACKAGE THEREFORE THERE MAY BE RIGHT OF WAYS, EASEMENTS AND OR RIGHTS BY OTHER IN OR ACROSS LOCUS NOT DEPICTED.

PROJECT TITLE & LOCATION:

HILL AVENUE
COLUMBIA TERRACE
PATTEN AVENUE
LANCASTER ROAD
CLIFF STREET
PROPERTIES
BRAINTREE, MA

PLAN TITLE:

PROPOSED DISCONTINUANCE

PREPARED FOR:

QUIRK AUTO DEALERSHIPS
444 QUINCY AVENUE
BRAINTREE, MA 02184

DATE: SEPTEMBER 25, 2014
REVISED:

JOB NUMBER: 158-010 — SHEET 1 OF 1

60 30 0 60 120
SCALE: 1"=60'

MOTION FOR ALLEN STREET

That the town amend its Zoning Map dated December 10, 1986, as most recently amended, by further amending it to provide that a track of land shown as Plot No. 7 on Braintree Assessors Plan No. 3004 consisting of about 0.30 acres; and a tract of land shown as Plot No. 8 on Braintree Assessors Plan No. 3004 consisting of about 0.57 acres; and a tract of land shown as Plot 9 on Braintree Assessors Plan No. 3004 consisting of about 0.73 acres; and a tract of land shown as Plot No. 11 on Braintree Assessors Plan No. 3004 consisting of about 0.15 acres, be changed from “Commercial District” to “Braintree Weymouth Landing District”.

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

PLANNING BOARD

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

Joseph C. Sullivan
Mayor

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

From: Christine Stickney, Director
Planning and Community Development Department

Date: November 13, 2014

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 NOV 13 AM 11:21

Re: Recommendation on Rezone Request – Allen Street
Town Council Order #14-068

The Braintree Planning Board held a public hearing on **November 10, 2014** for Town Council Order #14-068 a rezone request for #4 Allen Street (Assessors' Map 3004 Plot 11) and #44 Allen Street (Assessors Map 3004 Plots 7, 8, and 9) to change the existing zoning of these properties.

The request before the Planning Board was to rezone #4 and #44 Allen Street from Commercial zoning to Braintree Weymouth Landing District zoning. The Planning Board reviewed the existing and proposed zoning in relation to the adjoining properties and zoning of the general area. After review and discussion, the Planning Board unanimously voted on November 10, 2014 to recommend **favorable action** to the Town Council on the rezone petition.

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

	In favor of the Motion	Against the Motion
Robert Harnais, Chair	X	
Joseph Reynolds, Vice-Chair	X	
James Eng, Member		Absent
Darryl Mikami, Member	X	
Melissa MacDonald	X	

Christine Stickney, Director
Planning and Community Development

CC: Mayor Sullivan
Applicants
File

#14-068

Department of Planning and Community Development
1 JFK Memorial Drive
Braintree, Massachusetts 02184
Phone: 781-794-8230 Fax: 781-794-8089

Joseph C. Sullivan
Mayor

Christine Stickney, Director
Melissa M. Santucci Rozzi, Principal Planner
Kelly Phelan, Conservation Planner

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 OCT 22 PM 3:22

To: Thomas Bowes, President and Town Council Members

From: Christine Stickney, Director of Planning and Community Development

Date: October 22, 2014

Re: Request to rezone property at 44 Allen Street

As Council members may recall, the Town embarked on a program in 2010 to explore the possibility of redeveloping the former Braintree Electric Light Department (BELD) site at 44 Allen Street comprised of 1.6 acres. As a former electric light plant the site has been vacated since 1993 when the last of the offices and storage departments moved to Potter Drive.

The site's proximity to the commuter rail and the Landing business area makes it a prime candidate for inclusion into the Braintree-Weymouth Landing District (BWLD). In addition the abutting property owned by George P. Williams is also included in this proposed rezone. Various public outreach efforts and the recent completion of a feasibility study have focused an overall vision towards a residential development option with public access along the river front. These findings have been shared with the public through public forums and the Town's website.

The Planning Board in conjunction with Mayor Sullivan proposes to rezone the property (Assessors Map 3004 Plots 7, 8, 9 and 11) from Commercial zoning to the Braintree-Weymouth Landing Zoning District. Assessors Map 3004 Plot 11 is owned by George P. Williams who is joining in this request to rezone his property that is comprised of 6, 540 SF.

Under the current zoning (Commercial) a multifamily housing development requires a Special Permit from the Planning Board to be developed as it will also under the BWLD zoning however the dimensional and density ratios are different between the two zoning districts. The BWLD district encourages more compact development in a multimodal transportation environment and provides housing options for people at different stages of life, income levels and work/live options.

Included in this request for action is a map of the subject property proposed for rezone from Commercial to Braintree-Weymouth Landing District - Assessors Map 3004 Plots 7, 8, 9 and 11 along with a second aerial showing the relationship of the proposed zone to the overall Braintree-Weymouth Landing District.

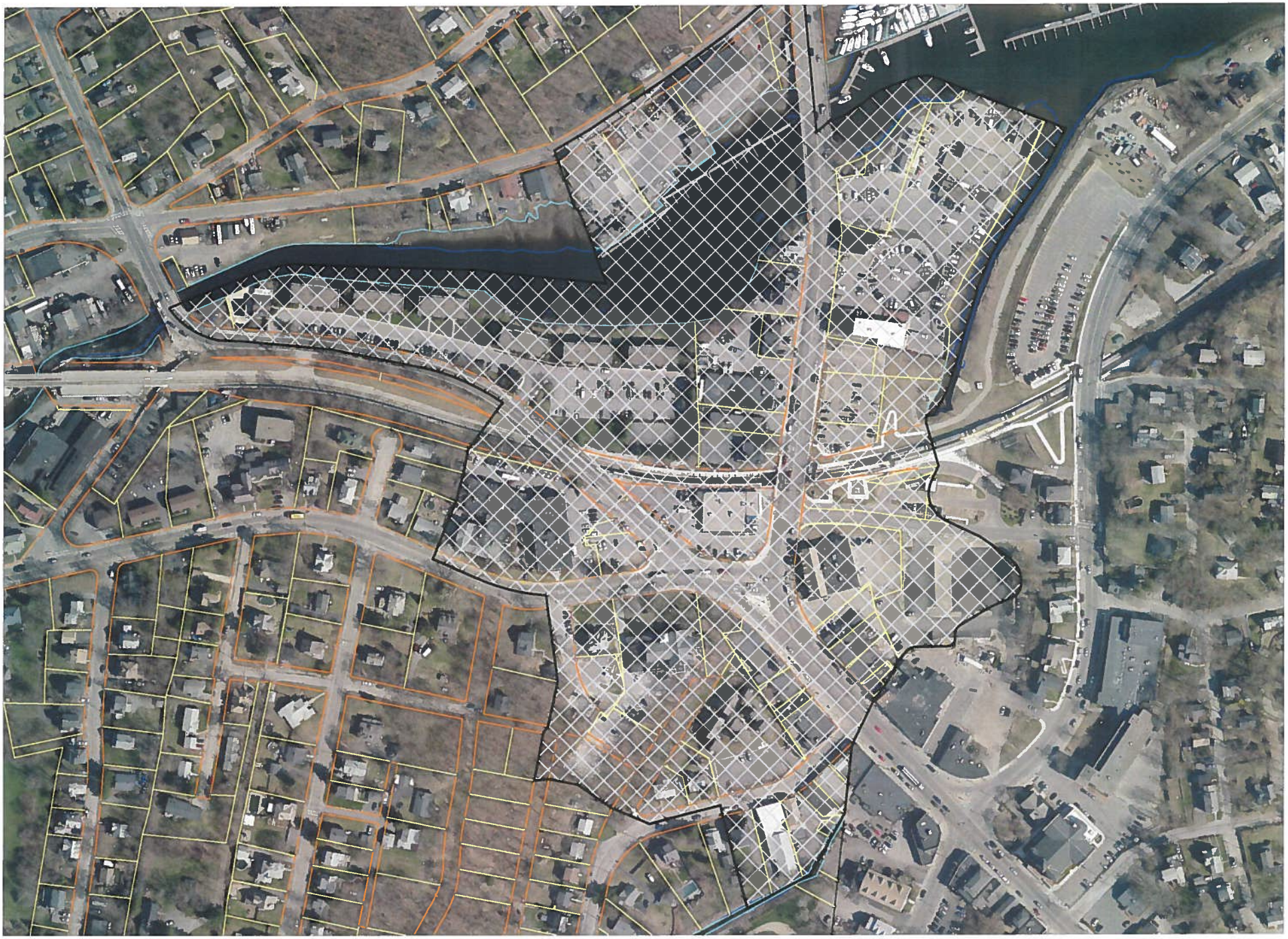
Please feel free to contact me relative to this request should you have any questions and/or concerns.

CC: Mayor Joseph C. Sullivan
P. Morin, Town Solicitor
S. Cimino, Town Council Clerk
J. Casey, Town Clerk

#14-068

ALLEN STREET PROPERTY

#14-068



BRAINTREE-WEYMOUTH LANDING DISTRICT

14 076

MAYOR SULLIVAN HAS SUBMITTED TO THE BRAINTREE TOWN COUNCIL THE FOLLOWING:

THAT THE TOWN PURSUANT TO SECTIONS 31, 32 AND 33 OF CHAPTER 184 OF THE GENERAL LAWS OF THE COMMONWEALTH AND THE AUTHORIZATION OF THE TOWN THROUGH ARTICLE 12F OF THE SPECIAL TOWN MEETING OF MAY 7, 2007 VOTE TO CONVEY TO THE WILDLANDS TRUST, INC. AND TO ITS SUCCESSORS AND PERMITTED ASSIGNS A PARCEL OF LAND LOCATED OFF POND STREET CONSISTING OF APPROXIMATELY 34,590 SQUARE FEET AS RECORDED IN BOOK 25277 PAGE 270 IN THE NORFOLK REGISTRY OF DEEDS, EXCLUSIVELY FOR CONSERVATION PURPOSESAND WITH A CONSERVATION RESTRICTION THAT WILL PRESERVE AND PROTECT IN PERPETUITY THE WILDLIFE, AESTHEITC, AGRICULTURAL, ECOLOGICAL AND ENVIRONMENTAL VALUES OF THE PREMISES. THE CONSERVATION RESTRICTION SHALL BE MEMORIALIZED IN A DOCUMENT SIGNED BY THE MAYOR, THE TOWN COUNCIL THE CONSERVATION COMMISSION AND SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS.

Grantor: Town of Braintree
Grantee: Wildlands Trust, Inc.
Address of Property: off Pond Street
For title, see Book 25277, Page 270

TOWN OF BRAINTREE
CONSERVATION RESTRICTION
UNDER THE COMMUNITY PRESERVATION ACT

POND STREET CPA CONSERVATION RESTRICTION
BRAINTREE CR #4

I. GRANTOR CLAUSE:

The TOWN OF BRAINTREE, a municipal corporation with an address of 1 JFK Memorial Drive, Braintree, Massachusetts 02184, acting by and through its duly authorized Town Council, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the General Laws, for consideration of One Dollar ($1.00), paid, grants, with Quitclaim Covenants, to WILDLANDS TRUST INC., a Massachusetts non-profit corporation with an address at 3 Village Green North, Suite C8, Plymouth, Massachusetts 02360, and to its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a parcel of land located off Pond Street in the Town of Braintree, Massachusetts, consisting of approximately 34,590 square feet, said parcel being described in Exhibit “A” hereto attached (the “Premises") and is shown as Lot 2 on a Plan of Land entitled “Approval Not Required Plan of Land, 165 Pond Street, in Braintree, Massachusetts, dated November 24, 2008”, Prepared by BSC Group, 384 Washington Street, Norwell, Massachusetts 02061, recorded with the Norfolk County Registry of Deeds in Plan Book 589, Page 99. For Grantor's title, see Deed recorded with said Norfolk Registry at Book 25277, Page 270. The Grantee is a tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

II. PURPOSES:

The Town of Braintree, at a duly called Special Town Meeting held on May 8, 2007, while acting on Article 12F of the Warrant, voted to authorize the Town Council to acquire the Premises for preservation, open space, conservation and passive recreation purposes, and to utilize Community Preservation Act (Ch. 293 of the Acts of 1999, as amended) funds for the purposes of the Article and to grant a Conservation Restriction on the Premises to Wildlands Trust, Inc. An attested copy of said Town Meeting vote is attached hereto as Exhibit "C".. Pursuant to the Vote under Article 112F of the May 8, 2007, Special Town Meeting, and in accordance with Section 12 of the Community Preservation Act, the Grantor is hereby granting a Conservation Restriction on the Premises to the Grantee,

The Grantor intends that this Conservation Restriction will assure that, while permitting uses described in Section III below, the Premises will be retained forever predominately in its natural, scenic, forested and open space condition consistent with land held by the Braintree Conservation Commission for uses and activities consistent with the promotion and development of the natural resources and for the protection of watershed resources. Further, that this Conservation Restriction will preserve and protect in perpetuity the wildlife, aesthetic, agricultural, ecological and environmental values of the Premises.

The Premises, comprised of approximately 34.590 square feet, contains unusual, unique or outstanding qualities, the protection of which in their predominately natural or open condition will be of benefit to the public. The conservation values protected by the terms of this Conservation Restriction include the following:

A. Passive Recreational Opportunities. The Premises provides access to Sunset Lake for a wide range of passive recreational pursuits, including nature study, fishing, and kayaking.

B. Aquifer Protection. The Premises are just north of areas identified by the Commonwealth of Massachusetts as "Medium Yield" and "High Yield" Aquifer Areas.

C. Protection of Surface Water Quality. The preservation of the Premises will help protect the water quality of Sunset Lake, a great pond in the Town of Braintree that is used for a wide range of recreational uses, including swimming, fishing, and boating.

D. Preservation of Important Wildlife Habitat. The Premises have ninety feet of frontage on Sunset Lake, which is entirely within an area identified by the Commonwealth of Massachusetts' Natural Heritage and Endangered Species Program ("NHESP") as BioMap 2 "Core Habitat" and "Critical Natural Landscape", "Estimated Habitats of Rare Wildlife",, and "Priority Habitats of Rare Species" ("PH 1053").

E. Congruence with Public Policy Goals: The protection of the Premises is consistent with several of the goals and objectives contained in the 2014 Town of Braintree Open Space and Recreation Plan, including Goal 1: Protect Remaining Open Space and Goal 3: Improve Environmental Quality of the Town, specifically 3A: Address Water Quality Problems at Sunset Lake.

F. Prevention of development or use of the Premises for any Purposes except as elsewhere herein allowed.

The specific Conservation Values of the Premises are documented in an inventory of relevant features of the Premises, acknowledged by the signatures of Grantor and Grantee, and to be filed at the offices of Grantee, said inventory consisting of reports, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provide an accurate representation of the Premises at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

A. Prohibited Acts and Uses: Subject to the exceptions set forth in Paragraph B, “Reserved Rights and Responsibilities of the Grantor”, and Section V, “Access”, below, the Grantor will neither perform nor allow the following acts and uses which are prohibited on, above and below the Premises:

1. Constructing or placing of any temporary or permanent building, tennis courts or athletic fields, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna, tower, or other temporary or permanent structure or facility on, below or above the Premises;

2. Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;;

3. Placing, filling, storing or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

4. The storage, dumping or other disposal of toxic and/or hazardous materials or of non-compostable refuse on the Premises;

5. The operation, parking, or storage of snowmobiles, motorcycles, all-terrain vehicles, off road vehicles or other motorized vehicles;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, historic preservation, wildlife habitat or aquatic communities;

7. Subdivision of the Premises for any purpose; no portion of the Premises may be used toward building requirements on this or any other parcel.

8. Any other act, activity or use of the Premises which may materially impair the conservation interests that are the subject of this Conservation Restriction.

B. Reserved Rights and Responsibilities of the Grantor: The following acts, activities and uses otherwise prohibited in Paragraph A above are reserved by the Grantor, and such acts, activities and uses by the Grantor are expressly permitted, but only if such acts, activities or uses do not materially impair the interests protected by this Conservation Restriction. They are:

1. With prior approval of the Grantee, which approval shall not be unreasonably withheld, structures and improvements incidental to the use of the Premises for conservation and passive outdoor recreation purposes may be constructed and maintained, including structures such as restroom facilities; an information kiosk; benches; parking areas; trails, including handicapped accessible trails; bridges and boardwalks; and water and utility lines thereto, providing they are underground and solely for use on the Premises.

2. Use of motorized vehicles as necessary solely for the purpose of property maintenance, restoration, monitoring and enforcement activities pursuant to the Conservation Restriction, to be kept to the extent feasible on woods roads or trails, or as necessary by police, fire prevention personnel or other government agencies carrying out their lawful duties.

3. With prior notification to Grantee, the construction, maintenance, and marking of trails for pedestrian use.

4. Erection of signs by the Grantor or Grantee identifying the Grantee as holder of the Conservation Restriction and to educate the public about the conservation values protected and any limitations relating to public access.

5. With prior written approval of the Grantee and after consultation with the Massachusetts Natural Heritage and Endangered Species Program, measures designed to restore native biotic communities including but not limited to aquatic wildlife, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species.

6. Use for passive recreational activities, including but not limited to, walking, hiking, cross-country skiing, snow shoeing, bird watching, and nature study.

7. The placing of sight-pervious fences that do not interfere with the passage of wildlife and that are reasonably necessary by Grantor for permissible uses of the Premises and that do not interfere with the conservation purposes of this Conservation Restriction.

8. Subject to the approval of the Grantee, which approval shall not be unreasonably withheld, management to benefit natural plant communities and selective cutting of trees for fire protection, trail maintenance, tick control, or otherwise to preserve the present condition of the Premises, or to provide for vistas.

9. With prior notification to the Grantee, the conduct of archeological activities, including, without limitation, survey, excavation, and artifact retrieval, following submission of an archeological field investigation plan by the Grantor and its approval in writing by the State Archeologist of the Massachusetts Historical Commission or appropriate successor official (M.G.L. Ch. 9, Section 27C, 950 CMR 70.00).

All acts and uses not prohibited by subparagraphs A and B are permissible, provided they do not materially impair the conservation values of this Conservation Restriction.

C. Notice of Intention to Exercise Reserved Rights and Certain Permitted Acts and Uses. The Grantor shall give prior written notice to Grantee in advance of undertaking any activities referred to in III.B. (3) and (11) above, and receive prior written approval from the Grantee in advance of undertaking any activities referred to in III.B. (1), (6) and (9) above. Such approval shall not be unreasonably withheld. The purpose of requiring the Grantor to notify the Grantee and receive approval from the Grantee prior to undertaking certain permitted activities is to afford the Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Conservation Restriction. Whenever notice is required, the Grantor shall notify the Grantee in writing not less than 60 days prior to the date the Grantor intends to undertake the activity in question. Notice must be made in writing, by hand delivery with a receipt or Certified Mail (return receipt requested) to Wildlands Trust Inc., 3 Village Green North, Suite C8, Plymouth, MA 02360. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. If Grantee's approval is required, this judgment shall be rendered within 60 days of the receipt of a complete notice. If no response is delivered to the Grantor within sixty (60) days of receipt of said notice, then it is deemed that Grantee approved of such activity, provided the notice contains this provision as to deemed approval, and that the requested activity is not prohibited herein and will not materially impair the purposes or conservation values in this Conservation Restriction. Normal maintenance activities,shall not require notice or approval of the Grantee**.**

IV. LEGAL REMEDIES:

A. Legal and Injunctive Relief: The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee and the Grantor.

If the Grantee finds that the Grantor is causing or permitting a violation of this Restriction, the Grantee shall immediately notify the Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) immediately cease the activity constituting the violation and promptly restore the property to its condition prior to the violation to the reasonable satisfaction of Grantee or (b) immediately cease the activity and provide a written explanation to Grantee of the reason why the alleged violation should be permitted.

If the condition described in clause (b) above occurs, both parties agree to attempt to resolve the dispute in accordance with the Dispute Resolution provisions of Section IV (F) below.

B. Reimbursement of Costs of Enforcement: The Grantor, and thereafter the successors and assigns of the Grantor covenant and agree to reimburse the Grantee to the extent permitted by operation of law for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof. Any enforcement action will not be undertaken until the parties have completed dispute resolution procedures set forth in Section IV (F) below.

C. Grantee Disclaimer of Liability: By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by the Grantee or its agents**.**

D. Severability Clause: If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver: Any election by the Grantee or the Grantor as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Dispute Resolution: Either party may, at any time, call a meeting for the purpose of resolving disputes or problems arising under this Conservation Restriction. Each party shall make every reasonable effort to resolve problems or disputes to the satisfaction of both parties. Notwithstanding the foregoing, in the event of a dispute pursuant to this Conservation Restriction, the parties agree that prior to pursuing other available

remedies, but excluding the giving of notices of default by the other party and subject to the provisions of Paragraph IV(A) above, they will attempt to negotiate resolution of their dispute directly with each other. If negotiation is unsuccessful, they agree to participate in at least three hours of mediation to be facilitated by a mediator mutually acceptable to them and under the mediation procedures set by the mediator. If no such mutually acceptable mediator is agreed upon, the Real Estate Bar Association for Massachusetts or its successor shall be requested to designate such a mediator. The mediation session shall be conducted within thirty days of the date on which a mediator receives the request and agrees to mediate. The cost of such mediation shall be shared equally by the parties.

G. Acts Beyond Grantor's Control: Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring action against the Grantor for any injury to or change in the Restricted Premises resulting from causes beyond the Grantor's control, including but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent , abate, or mitigate significant injury to the Premises resulting from such causes. If such an event occurs, the parties will cooperate in restoring the Premises if they determine it is desirable and feasible.

V. ACCESS

A. It is the intention of the parties hereto that the general public may enter upon the Premises for passive outdoor recreational and educational uses and activities which are consistent with the protection of its natural resources. It is also the intention of the parties that any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Chapter 21, Section 17C of the Massachusetts General Laws, and that the parties hereto benefit from exculpation from liability to the extent provided in such section.

B. With advance notice to the Grantor, there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of monitoring and enforcing this Conservation Restriction.

C. The Grantee and its agents and assigns may enter the Premises for the purposes of habitat improvement, to include measures designed to restore native biotic communities, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species. Said improvement may include mechanical and chemical manipulation and shall require the prior approval of the Grantor and the Massachusetts Natural Heritage and Endangered Species Program.

VI. EXTINGUISHMENT:

The Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a legal interest in the Grantee. If any occurrence gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, and after review and

approval by the Secretary of Environmental Affairs or successor official, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal expenses, if any, associated with the recovery of said proceeds. The remaining balance of the proceeds shall be deposited into the Grantor's Community Preservation Fund for the purchase of interests in open space in accordance with the Community Preservation Act. In the event the Town of Braintree votes to remove itself from the provisions of the Community Preservation Act, or in the event that any non-Community Preservation funds are yielded by extinguishment, then such funds shall be applied to the acquisition of additional interests in open space.

VII. ASSIGNABILITY

A. Running of the Burden: The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments: The Grantee and the Grantor are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the parties hereto and their successors and assigns agree themselves to execute any such instruments upon the reasonable request of the other party.

C. Running of the Benefit: This Conservation Restriction shall be for the benefit of the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

(i) as a condition of any assignment, the Grantee requires that the assignee make a written commitment to carry out the purpose of this Conservation Restriction, and

(ii) the assignee, at the time of assignment qualifies under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly, and has the financial and administrative capacity to perform its obligation as Grantee under this Agreement, and

(iii) any assignment complies with Article 97 of the Massachusetts Constitution, if applicable.

VIII. ESTOPPEL CERTIFICATES: Upon request by the Grantor, the Grantee shall within forty-five (45) days, or sooner if possible, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. EFFECTIVE DATE: This Conservation Restriction shall be effective when the Grantor and/or the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been

recorded or if registered land, it has been registered in a timely manner in the Norfolk County Registry of Deeds.

X. MISCELLANEOUS:

A. Controlling Law: The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
B. Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction on approximately 34,590 square feet of land off Pond Street in Braintree, MA belonging to the Town of Braintree.
C. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
D. Notices: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either hand delivered or sent by Certified Mail (return receipt requested), postage prepaid, addressed to the applicable party at the address set forth in Section I above, or at such other address as to which notice has been given as set forth in this Section, or that is reasonably ascertainable. Notice shall be deemed given on receipt.
E. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
F. Subsequent Transfers: The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in the Premises, including, without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of such transfer at least thirty (30) days prior to the date of such transfer. Failure to do any of the above shall not impair this Conservation Restriction or its enforceability in any manner.

XI. AMENDMENTS: If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, the parties may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of the Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code of 1986, as amended, Article 97 of the Massachusetts Constitution or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendment shall be consistent with the purpose of this Conservation Restriction, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Premises other than development or

improvements permitted by this Conservation Restriction on its effective date, and shall not permit any impairment of the conservation values of the Premises. Any such amendment shall be recorded in the Plymouth County Registry of Deeds and must be approved by the Grantor, Grantee, municipal officials and the Massachusetts Secretary of Energy and Environmental Affairs.

Attached hereto and incorporated herein are the following:

Signatures:

Grantor: Town of Braintree Conservation Commission

Town Council of the Town of Braintree

Grantee: Wildlands Trust, Inc.

Secretary of Energy and Environmental Affairs

Exhibit A: Legal Description of the Premises

Exhibit B: Plan of Land

Exhibit C: Attested copy of Article 12F of the May 8, 2007
Braintree Special Town Meeting

Executed under seal this _____ day of _____ by the Braintree Town Council.

Town of Braintree
By its Town Council

_____

_____

_____

_____

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

Plymouth , ss.

On this day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him/her voluntarily for its stated purpose, on behalf of said Town Council of the Town of Braintree.

_____
Notary Public
My Commission expires:

CONSENT OF THE BRAINTREE CONSERVATION COMMISSION

We, the undersigned, being a majority of the Braintree Conservation Commission, Town of Braintree, Massachusetts, hereby certify that the Commission voted to assent to the foregoing Conservation Restriction granted to Wildlands Trust, Inc., pursuant to M.G.L. Chapter 184, Section 32.

Town of Braintree
By its Conservation Commission:

_____	_____
Patrick Flynn, Chair	Matthew Hobin,, Member
_____	_____
Donald Murphy, Vice Chair	Daniel McMorrow, Member
_____	_____
Gail Feldman, Member	Alan Weinberg, Member
_____	
Diane Francis, Member	

COMMONWEALTH OF MASSACHUSETTS

On this day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him/her voluntarily for its stated purpose, on behalf of said Conservation Commission of the Town of Braintree.

_____
Notary Public
My Commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this _____ day of _____, 2014.

WILDLANDS TRUST, INC.

_____
Karen H. Grey, President, As Duly
Authorized Representative of
Wildlands Trust, Inc.,

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2014

On this day of _____, 2014, before me, the undersigned notary public, personally appeared Karen H. Grey as President of Wildlands Trust, Inc., proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by her voluntarily for its stated purpose, on behalf of Wildlands Trust, Inc.

_____
Karyn Lord, Notary Public
My Commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Wildlands Trust Inc., has been approved in the public interest pursuant to MGL Ch. 184, section 32.

Dated:

_____
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him voluntarily for its stated purpose, as Secretary of Environmental Affairs on behalf of the Commonwealth of Massachusetts.

_____
Notary Public
My Commission expires:

Exhibit A

Legal Description of the Premises

The Premises consists of approximately 34,590 square feet of land located off the north side of Pond Street in Braintree, Massachusetts and is shown as Lot 2 on a Plan of Land entitled “Approval Not Required Plan of Land, 165 Pond Street, in Braintree, Massachusetts, dated November 24, 2008”, Prepared by BSC Group, 384 Washington Street, Norwell, Massachusetts 02061, recorded with the Norfolk County Registry of Deeds in Plan Book 589, Page 99. A copy of said plan is attached hereto as “Exhibit B”. For Grantor's title, see Deeds recorded with said Norfolk Registry at Book 25277, Page 270.

EXHIBIT B

Exhibit C

Attested copy of Article 12F of the May 8, 2007
Braintree Special Town Meeting

OFFICE of the TOWN CLERK

Donna J. Fabiano
Town Clerk

Kathleen R. Brean
Assistant Town Clerk

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

TOWN OF BRAINTREE
SPECIAL TOWN MEETING
Tuesday, May 8, 2007

ARTICLE 12F – Community Preservation – 165 Pond Street - Affordable Housing

SO VOTED: That in accordance with the provisions of Chapter 44B of the General Laws and the recommendation of the Community Preservation Committee, the sum of $240,000 be appropriated from the Community Preservation Committee Open Space Reserve, the sum of $81,000 be appropriated from Community Preservation Affordable Housing Reserves, and the sum of $249,000 be appropriated from the Community Preservation Committee Unreserved funds for the purpose of acquiring a parcel of land and the buildings situated thereon located at 165 Pond Street, containing approximately one acre of land as shown on Assessor's Map No. 1041, Plot 8, for the purpose of acquiring and subdividing said property to create approximately 2/3 of an acre for open space conservation land and rehabilitating the house to be sold as affordable housing. Said monies to be expended under the direction of the Conservation Commission and the Board of Selectmen, and further, that the Board of Selectmen be authorized to convey a permanent conservation restriction for the conservation portion of this parcel meeting the requirements of General Laws Chapter 184, Sections 31-32 as required by General Laws Chapter 44B, Section 12 and that the Board of Selectmen be authorized to record an affordable housing deed restriction for the balance of this parcel. Further, that the Conservation Commission be authorized to apply for any available grants pursuant to the provisions of Chapter 132A, Section 11 of the General Laws for the purpose of supplementing the funding for this parcel, and that the Conservation Commission be authorized to enter into any contracts necessary to carry out the objectives of this article.

Attest:

Donna J. Fabiano
Town Clerk

14 077

MAYOR SULLIVAN HAS SUBMITTED TO THE BRAINTREE TOWN COUNCIL THE FOLLOWING:

THAT THE TOWN PURSUANT TO SECTIONS 31, 32 AND 33 OF CHAPTER 184 OF THE GENERAL LAWS OF THE COMMONWEALTH AND THE AUTHORIZATION OF THE TOWN THROUGH ARTICLE 12E OF THE SPECIAL TOWN MEETING OF MAY 7, 2007 VOTE TO CONVEY TO THE WILDLANDS TRUST, INC. AND TO ITS SUCCESSORS AND PERMITTED ASSIGNS TWO PARCELS OF PROPERTY LOCATED OFF FRANKLIN STREET CONSISTING OF APPROXIMATELY 5.5 ACRES AS RECORDED IN BOOK 25225 PAGE 455 IN THE NORFOLK REGISTRY OF DEEDS, EXCLUSIVELY FOR CONSERVATION PURPOSESAND WITH A CONSERVATION RESTRICTION THAT WILL PRESERVE AND PROTECT IN PERPETUITY THE WILDLIFE, AESTHEITC, AGRICULTURAL, ECOLOGICAL AND ENVIRONMENTAL VALUES OF THE PREMISES. THE CONSERVATION RESTRICTION SHALL BE MEMORIALIZED IN A DOCUMENT SIGNED BY THE MAYOR, THE TOWN COUNCIL THE CONSERVATION COMMISSION AND SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS.

Grantor: Town of Braintree
Grantee: Wildlands Trust, Inc.
Address of Property: off Franklin Street
For title, see Book 25225 , Page 455

TOWN OF BRAINTREE
CONSERVATION RESTRICTION
UNDER THE COMMUNITY PRESERVATION ACT

FRANKLIN STREET CPA CONSERVATION RESTRICTION
BRAINTREE CR #5

I. GRANTOR CLAUSE:

The TOWN OF BRAINTREE, a municipal corporation with an address of 1 JFK Memorial Drive, Braintree, Massachusetts 02184, acting by and through its duly authorized Town Council, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the General Laws, for consideration of One Dollar ($1.00), paid, grants, with Quitclaim Covenants, to WILDLANDS TRUST INC., a Massachusetts non-profit corporation with an address at 3 Village Green North, Suite C8, Plymouth, Massachusetts 02360, and to its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on two parcels of land located off Franklin Street in the Town of Braintree, Massachusetts, consisting of approximately 5.5 acres, said parcels being described in Exhibit "A" hereto attached (the Premises") and are shown as Lot 4 and Lot 4A on a Plan of Land entitled "Subdivision Plan of Land Being a Subdivision of Lot Shown on Plan No. 9238C, 206 Franklin Street, Braintree, MA, Prepared for Trustees of Thayer Academy, 745 Washington Street, Braintree, MA, 02184, Date: April 11, 2007", Prepared by Daylor Consulting Group, 10 Forbes Road, Braintree, MA, 02184, recorded with the Norfolk County Land Court as Certificate Number 175535. For Grantor's title, see Deeds recorded with said Norfolk Land Court at Book 25225, Page 455. The Grantee is a tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

II. PURPOSES:

The Town of Braintree, at a duly called Special Town Meeting held on May 8, 2007, while acting on Article 12E of the Warrant, voted to authorize the Town Council to acquire the Premises for preservation, open space, conservation and passive recreation purposes, and to utilize Community Preservation Act (Ch. 293 of the Acts of 1999, as amended) funds for the purposes of the Article and to grant a Conservation Restriction on the Premises to Wildlands Trust, Inc. An attested copy of said Town Meeting vote is attached hereto as Exhibit "C".. Pursuant to the Vote under Article 12E of the May 8, 2007, Special Town Meeting, and in accordance with Section 12 of the Community Preservation Act, the Grantor is hereby granting a Conservation Restriction on the Premises to the Grantee,

The Grantor intends that this Conservation Restriction will assure that, while permitting uses described in Section III below, the Premises will be retained forever predominately in its natural, scenic, forested and open space condition consistent with land held by the Braintree Conservation Commission for uses and activities consistent with the promotion and development of the natural resources and for the protection of watershed resources. Further, that this Conservation Restriction will preserve and protect in perpetuity the wildlife, aesthetic, agricultural, ecological and environmental values of the Premises.

The Premises, comprised of approximately 5.5 acres, contains unusual, unique or outstanding qualities, the protection of which in their predominately natural or open condition will be of benefit to the public. The conservation values protected by the terms of this Conservation Restriction include the following:

A. Creation of an expanded assemblage of municipal open space. The Premises connect with and expand a sizable area of town-owned open space that connects with the Braintree High School complex.

B. Aquifer Protection. The Premises are just north of areas identified by the Commonwealth of Massachusetts as "Medium Yield" and "High Yield" Aquifer Areas.

C. Preservation of Important Wildlife Habitat. The Premises are situated in close proximity to Sunset Lake, which is entirely within an area identified by the Commonwealth of Massachusetts' Natural Heritage and Endangered Species Program ("NHESP") as BioMap 2 "Core Habitat" and "Critical Natural Landscape", "Estimated Habitats of Rare Wildlife",, and "Priority Habitats of Rare Species" ("PH 1053").

D. Congruence with Public Policy Goals: The protection of the Premises is consistent with several of the goals and objectives contained in the 2014 Town of Braintree Open Space and Recreation Plan, including Goal 1: Protect

Remaining Open Space and Goal 3: Improve Environmental Quality of the Town, specifically 3A: Address Water Quality Problems at Sunset Lake.

E. Scenic Vistas: The Premises provide scenic vistas from Franklin Street, a public way in the Town of Braintree.

F. Prevention of development or use of the Premises for any Purposes except as elsewhere herein allowed.

The specific Conservation Values of the Premises are documented in an inventory of relevant features of the Premises, acknowledged by the signatures of Grantor and Grantee, and to be filed at the offices of Grantee, said inventory consisting of reports, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provide an accurate representation of the Premises at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

A. Prohibited Acts and Uses: Subject to the exceptions set forth in Paragraph B, “Reserved Rights and Responsibilities of the Grantor”, and Section V, “Access”, below, the Grantor will neither perform nor allow the following acts and uses which are prohibited on, above and below the Premises:

1. Constructing or placing of any temporary or permanent building, tennis courts or athletic fields, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna, tower, or other temporary or permanent structure or facility on, below or above the Premises;

2. Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;;

3. Placing, filling, storing or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

4. The storage, dumping or other disposal of toxic and/or hazardous materials or of non-compostable refuse on the Premises;

5. The operation of snowmobiles, motorcycles, all-terrain vehicles, off road vehicles or other recreational vehicles;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, historic preservation, wildlife habitat or aquatic communities;

7. Subdivision of the Premises for any purpose; no portion of the Premises may be used toward building requirements on this or any other parcel.

8. Any other act, activity or use of the Premises which may materially impair the conservation interests that are the subject of this Conservation Restriction.

B. Reserved Rights and Responsibilities of the Grantor: The following acts, activities and uses otherwise prohibited in Paragraph A above are reserved by the Grantor, and such acts, activities and uses by the Grantor are expressly permitted, but only if such acts, activities or uses do not materially impair the interests protected by this Conservation Restriction. They are:

1. With prior approval of the Grantee, which approval shall not be unreasonably withheld,, structures and improvements incidental to the use of the Premises for conservation and passive outdoor recreation purposes may be constructed and maintained, including structures such as restroom facilities; an information kiosk; benches; parking areas; trails, including handicapped accessible trails; bridges and boardwalks; and water and utility lines thereto, providing they are underground and solely for use on the Premises.

2. Use of motorized vehicles as necessary solely for the purpose of property maintenance, restoration, monitoring and enforcement activities pursuant to the Conservation Restriction, to be kept to the extent feasible on woods roads or trails, or as necessary by police, fire prevention personnel or other government agencies carrying out their lawful duties.

3. With prior notification to Grantee, the construction, maintenance, and marking of trails for pedestrian use.

4. Erection of signs by the Grantor or Grantee identifying the Grantee as holder of the Conservation Restriction and to educate the public about the conservation values protected and any limitations relating to public access.

5. With prior written approval of the Grantee and after consultation with the Massachusetts Natural Heritage and Endangered Species Program, measures designed to restore native biotic communities including but not limited to aquatic wildlife, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species.

6. Use for passive recreational activities, including but not limited to, walking, hiking, cross-country skiing, snow shoeing, bird watching, and nature study.

7. The placing of sight-pervious fences that do not interfere with the passage of wildlife and that are reasonably necessary by Grantor for any permissible use of the Premises and that do not interfere with the conservation purposes of this Conservation Restriction.

8. Subject to the approval of the Grantee, which approval shall not be unreasonably withheld, management to benefit natural plant communities and selective cutting of trees for fire protection, trail maintenance, tick control, or otherwise to preserve the present condition of the Premises, or to provide for vistas.

9. With prior notification to the Grantee, the conduct of archeological activities, including, without limitation, survey, excavation, and artifact retrieval, following submission of an archeological field investigation plan by the Grantor and its approval in writing by the State Archeologist of the Massachusetts Historical Commission or appropriate successor official (M.G.L. Ch. 9, Section 27C, 950 CMR 70.00).

All acts and uses not prohibited by subparagraphs A and B are permissible provided they do not materially impair the conservation values of this Conservation Restriction.
, .

C. Notice of Intention to Exercise Reserved Rights and Certain Permitted Acts and Uses. The Grantor shall give prior written notice to Grantee in advance of undertaking any activities referred to in III.B. (3) and (11) above, and receive prior written approval from the Grantee in advance of undertaking any activities referred to in III.B. (1), (6) and (9) above. Such approval shall not be unreasonably withheld. The purpose of requiring the Grantor to notify the Grantee and receive approval from the Grantee prior to undertaking certain permitted activities is to afford the Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Conservation Restriction. Whenever notice is required, the Grantor shall notify the Grantee in writing not less than 60 days prior to the date the Grantor intends to undertake the activity in question. Notice must be made in writing, by hand delivery with a receipt or Certified Mail (return receipt requested) to Wildlands Trust Inc., 3 Village Green North, Suite C8, Plymouth, MA 02360. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. If Grantee's approval is required, this judgment shall be rendered within 60 days of the receipt of a complete notice. If no response is delivered to the Grantor within sixty (60) days of receipt of said notice, then it is deemed that Grantee approved of such activity, provided the notice contains this provision as to deemed approval, and that the requested activity is not prohibited herein and will not materially impair the purposes or conservation values in this Conservation Restriction. Normal maintenance activities,shall not require notice or approval of the Grantee**.**

IV. LEGAL REMEDIES:

A. Legal and Injunctive Relief: The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee and the Grantor.

If the Grantee finds that the Grantor is causing or permitting a violation of this Restriction, the Grantee shall immediately notify the Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) immediately cease the activity constituting the violation and promptly restore the property to its condition prior to the violation to the reasonable satisfaction of Grantee or (b) immediately cease the activity and provide a written explanation to Grantee of the reason why the alleged violation should be permitted.

If the condition described in clause (b) above occurs, both parties agree to attempt to resolve the dispute in accordance with the Dispute Resolution provisions of Section IV (F) below.

B. Reimbursement of Costs of Enforcement: The Grantor, and thereafter the successors and assigns of the Grantor covenant and agree to reimburse the Grantee to the extent permitted by operation of law for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof. Any enforcement action will not be undertaken until the parties have completed dispute resolution procedures set forth in Section IV (F) below.

C. Grantee Disclaimer of Liability: By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by the Grantee or its agents**.**

D. Severability Clause: If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver: Any election by the Grantee or the Grantor as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Dispute Resolution: Either party may, at any time, call a meeting for the purpose of resolving disputes or problems arising under this Conservation Restriction. Each party shall make every reasonable effort to resolve problems or disputes to the satisfaction of both parties. Notwithstanding the foregoing, in the event of a dispute pursuant to this

Conservation Restriction, the parties agree that prior to pursuing other available remedies, but excluding the giving of notices of default by the other party and subject to the provisions of Paragraph IV(A) above, they will attempt to negotiate resolution of their dispute directly with each other. If negotiation is unsuccessful, they agree to participate in at least three hours of mediation to be facilitated by a mediator mutually acceptable to them and under the mediation procedures set by the mediator. If no such mutually acceptable mediator is agreed upon, the Real Estate Bar Association for Massachusetts or its successor shall be requested to designate such a mediator. The mediation session shall be conducted within thirty days of the date on which a mediator receives the request and agrees to mediate. The cost of such mediation shall be shared equally by the parties.

G. Acts Beyond Grantor's Control: Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring action against the Grantor for any injury to or change in the Restricted Premises resulting from causes beyond the Grantor's control, including but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent , abate, or mitigate significant injury to the Premises resulting from such causes. If such an event occurs, the parties will cooperate in restoring the Premises if they determine it is desirable and feasible.

V. ACCESS

A. It is the intention of the parties hereto that the general public may enter upon the Premises for passive outdoor recreational and educational uses and activities which are consistent with the protection of its natural resources. It is also the intention of the parties that any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Chapter 21, Section 17C of the Massachusetts General Laws, and that the parties hereto benefit from exculpation from liability to the extent provided in such section.

B. With advance notice to the Grantor, there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of monitoring and enforcing this Conservation Restriction.

C. The Grantee and its agents and assigns may enter the Premises for the purposes of habitat improvement, to include measures designed to restore native biotic communities, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species. Said improvement may include mechanical and chemical manipulation and shall require the prior approval of the Grantor and the Massachusetts Natural Heritage and Endangered Species Program.

VI. EXTINGUISHMENT:

The Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a legal interest in the Grantee. If any occurrence gives rise to an extinguishment or

other release of the Conservation Restriction under applicable law, and after review and approval by the Secretary of Environmental Affairs or successor official, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal expenses, if any, associated with the recovery of said proceeds. The remaining balance of the proceeds shall be deposited into the Grantor's Community Preservation Fund for the purchase of interests in open space in accordance with the Community Preservation Act. In the event the Town of Braintree votes to remove itself from the provisions of the Community Preservation Act, or in the event that any non-Community Preservation funds are yielded by extinguishment, then such funds shall be applied to the acquisition of additional interests in open space.

VII. ASSIGNABILITY

A. Running of the Burden: The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments: The Grantee and the Grantor are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the parties hereto and their successors and assigns agree themselves to execute any such instruments upon the reasonable request of the other party.

C. Running of the Benefit: This Conservation Restriction shall be for the benefit of the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

(i) as a condition of any assignment, the Grantee requires that the assignee make a written commitment to carry out the purpose of this Conservation Restriction, and

(ii) the assignee, at the time of assignment qualifies under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly, and has the financial and administrative capacity to perform its obligation as Grantee under this Agreement, and

(iii) any assignment complies with Article 97 of the Massachusetts Constitution, if applicable.

VIII. ESTOPPEL CERTIFICATES: Upon request by the Grantor, the Grantee shall within forty-five (45) days, or sooner if possible, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. EFFECTIVE DATE: This Conservation Restriction shall be effective when the Grantor and/or the Grantee have executed it, the administrative approvals required by

Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded or if registered land, it has been registered in a timely manner in the Norfolk County Registry of Deeds.

X. MISCELLANEOUS:

A. Controlling Law: The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
B. Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction on approximately 5.5 acres of land off Franklin Street in Braintree, MA belonging to the Town of Braintree.
C. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
D. Notices: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either hand delivered or sent by Certified Mail (return receipt requested), postage prepaid, addressed to the applicable party at the address set forth in Section I above, or at such other address as to which notice has been given as set forth in this Section, or that is reasonably ascertainable. Notice shall be deemed given on receipt.
E. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
F. Subsequent Transfers: The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in the Premises, including, without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of such transfer at least thirty (30) days prior to the date of such transfer. Failure to do any of the above shall not impair this Conservation Restriction or its enforceability in any manner.

XI. AMENDMENTS: If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, the parties may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of the Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code of 1986, as amended, Article 97 of the Massachusetts Constitution or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendment shall be consistent with the purpose of this Conservation Restriction, shall not affect its perpetual duration, shall not permit additional development or

improvements to be constructed on the Premises other than development or improvements permitted by this Conservation Restriction on its effective date, and shall not permit any impairment of the conservation values of the Premises. Any such amendment shall be recorded in the Plymouth County Registry of Deeds and must be approved by the Grantor, Grantee, municipal officials and the Massachusetts Secretary of Energy and Environmental Affairs.

Attached hereto and incorporated herein are the following:

Signatures:

Grantor: Town of Braintree Conservation Commission

Town Council of the Town of Braintree

Grantee: Wildlands Trust, Inc.

Secretary of Energy and Environmental Affairs

Exhibit A: Legal Description of the Premises

Exhibit B: Plan of Land

Exhibit C: Attested copy of Article 12E of the May 8, 2007
Braintree Special Town Meeting

Executed under seal this _____ day of _____ by the Braintree Town Council.

Town of Braintree
By its Town Council

_____

_____

_____

_____

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

Plymouth , ss.

On this day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him/her voluntarily for its stated purpose, on behalf of said Town Council of the Town of Braintree.

_____
Notary Public
My Commission expires:

CONSENT OF THE BRAINTREE CONSERVATION COMMISSION

We, the undersigned, being a majority of the Braintree Conservation Commission, Town of Braintree, Massachusetts, hereby certify that the Commission voted to assent to the foregoing Conservation Restriction granted to Wildlands Trust, Inc., pursuant to M.G.L. Chapter 184, Section 32.

Town of Braintree
By its Conservation Commission:

_____	_____
Patrick Flynn, Chair	Matthew Hobin,, Member
_____	_____
Donald Murphy, Vice Chair	Daniel McMorrow, Member
_____	_____
Gail Feldman, Member	Alan Weinberg, Member
_____	
Diane Francis, Member	

COMMONWEALTH OF MASSACHUSETTS

On this day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him/her voluntarily for its stated purpose, on behalf of said Conservation Commission of the Town of Braintree.

_____
Notary Public
My Commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this _____ day of _____, 2014.

WILDLANDS TRUST, INC.

_____
Karen H. Grey, President, As Duly
Authorized Representative of
Wildlands Trust, Inc.,

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2014

On this day of _____, 2014, before me, the undersigned notary public, personally appeared Karen H. Grey as President of Wildlands Trust, Inc., proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by her voluntarily for its stated purpose, on behalf of Wildlands Trust, Inc.

_____
Karyn Lord, Notary Public
My Commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Wildlands Trust Inc., has been approved in the public interest pursuant to MGL Ch. 184, section 32.

Dated:

_____
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him voluntarily for its stated purpose, as Secretary of Environmental Affairs on behalf of the Commonwealth of Massachusetts.

_____
Notary Public
My Commission expires:

Exhibit A

Legal Description of the Premises

The Premises consists of approximately 5.5 acres located off the west side off of Franklin Street in Braintree, Massachusetts and are shown as Lot 4 and Lot 4A on a Plan of Land entitled ""Subdivision Plan of Land Being a Subdivision of Lot Shown on Plan No. 9238C, 206 Franklin Street, Braintree, MA, Prepared for Trustees of Thayer Academy, 745 Washington Street, Braintree, MA, 02184, Date: April 11, 2007", Prepared by Daylor Consulting Group, 10 Forbes Road, Braintree, MA, 02184, recorded with the Norfolk County Land Court as Certificate number 175535. A copy of said plan is attached hereto as "Exhibit B". For Grantor's title, see Deeds recorded with said Norfolk County Land Court as Book 25225, Page 455.

EXHIBIT B

Exhibit C

Attested copy of Article 12E of the May 8, 2007
Braintree Special Town Meeting

OFFICE of the TOWN CLERK

Donna J. Fabiano
Town Clerk

Kathleen R. Brean
Assistant Town Clerk

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

TOWN OF BRAINTREE
SPECIAL TOWN MEETING
Tuesday, May 8, 2007

ARTICLE 12E STM – Community Preservation – Franklin Street

SO VOTED: That, in accordance with the provisions of Chapter 44B of the General Laws and the recommendation of the Community Preservation Committee, the sum of $175,000 be appropriated from the Community Preservation Committee Open Space Reserve for the purpose of acquiring approximately 5 acres of land off Franklin Street, as shown on Assessor's Map No. 1021, Plot 4A and a portion of Plot 4 as shown on the approval under the Subdivision Control Law Not Required Plan prepared by Daylor Engineering, dated March 30, 2007, for use as conservation land. Said sum to be expended under the direction of the Conservation Commission, and further, that the Board of Selectmen be authorized to convey a permanent conservation restriction meeting the requirements of General Laws Chapter 184, Sections 31-32 as required by General Laws Chapter 44B, Section 12, limiting the use of said land for the purpose for which it is acquired. Further, that the Conservation Commission be authorized to apply for any available grants pursuant to the provisions of Chapter 132A, Section 11 of the General Laws for the purpose of supplementing the funding for this parcel, and that the Conservation Commission be authorized to enter into any contracts necessary to carry out the objectives of the article.

Attest:

Donna J. Fabiano

Donna J. Fabiano
Town Clerk

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Joseph C. Sullivan
Mayor

781-794-8100

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 DEC 23 PM 1:39

December 23, 2014

To: Thomas M. Bowes, Town Council President

From: Joseph C. Sullivan, Mayor JCS

Re: Appointment to Conservation Commission

Cc: Town Clerk
Clerk of the Council
Town Councilors
Kelly Phelan, Conservation Planner

Pursuant to Section 3-3 of the Charter of the Town of Braintree I herby appoint Heather Charles Lis of 24 Front Street to the Conservation Commission. She will fill the position vacated by Matthew Hobin

Ms. Lis currently serves as a Conservation Assistant for the Town of Brookline and holds a Masters Degree in Biology (with a concentration in Ecology/Environmental Biology) from the University of Massachusetts Boston. She also holds numerous certifications in conservation and ecology.

I appreciate your attention to this matter.

Attachments: Resume for Heather Charles Lis

Heather Charles Lis

24 Front Street
Braintree, MA 02184

(617) 308-2980
hcharles@alumnae.smith.edu

October 27, 2014

Mayor Joseph Sullivan
1 John F. Kennedy Memorial Drive
Braintree, MA 02184

Dear Mayor Sullivan:

I am writing to express my interest in being appointed to the Braintree Conservation Commission. I really enjoyed meeting you last year, and I'm sending you this formal letter of interest now, since I recently heard that there is an opening on the Commission. I am a Braintree resident and I work in the conservation field, and am very enthusiastic about becoming more involved in my community and serving the Town in this capacity.

To provide you with a little more background, I have a master's degree in ecology/environmental biology, and have since also completed several wetland science/delineation courses, as well as a Fundamentals for Conservation Commissioners course through the professional organization Massachusetts Association of Conservation Commissions. I currently work as a Conservation Assistant with the Town of Brookline, which involves working closely with the Conservation Administrator and the Director of Parks and Open Space on relevant projects and topics, including wetlands and waterways protection, open space management and land use planning, and providing staff support for the Conservation Commission. Since I work in a related field, I also appreciate the importance of applying laws and regulations in a fair, consistent manner, and working with project proponents to find solutions and ensure positive outcomes. I have enclosed my resume with additional details about my experience, education and skills. I am also hoping to further expand my conservation knowledge and expertise.

I am connected to Braintree in many ways since I grew up here, went to school here, and still have family in the area. I have been enjoying Braintree's open spaces and conservation land for years, from Pond Meadow Park and Cranberry Pond, to Smith Beach and Sunset Lake, to name just a few, and am now enjoying introducing these places to my young son. Having returned here as an adult, I appreciate our water resources and other natural resources even more, and would like to contribute to their protection and appropriate management. In addition, I've become excited about local projects that are redeveloping and revitalizing the area, such as the Braintree-Weymouth Landing Project and the proposed Monatiquot Riverwalk, and initiatives to enhance the environment, such as Beautify Braintree and volunteer days. I would welcome the opportunity to contribute to our Town in a meaningful way as a member of the Conservation Commission.

Please feel free to contact me with any further questions, and thank you for your consideration.

Sincerely,

Heather Charles Lis

Cc: Christine Stickney, Director of Planning and Community Development
Kelly Phelan, Conservation Planner

Heather Charles Lis

24 Front Street
Braintree, MA 02184

(617) 308-2980
hcharles@alumnae.smith.edu

EDUCATION & CERTIFICATIONS

2012 **Wetland Delineator Certificate**, U.S. Army Corps of Engineers 36-hour training

2011 **Certified Ecologist**, Ecological Society of America

2010 **Fundamentals for Conservation Commissioners**, MA Assn. of Conservation Commissions
- Completed certificate program on wetlands & open space permitting/planning/management

2007 **M.S. in Biology (Ecology/Environmental Biology concentration)**, University of Massachusetts, Boston, MA (Thesis: Effects of warming and altered precipitation on plant and nutrient dynamics of a New England salt marsh)

1997 **B.A. in Biology with English minor**, Smith College, Northampton, MA

1996 **Visiting student**, University of Lancaster, Lancaster, England
- Conducted Independent Studies project on cyanobacterial genetics and cell processes

PROFESSIONAL EXPERIENCE

1/08-present **Conservation Assistant**, *Parks and Open Space Division, Brookline, MA*

- Wetlands & Environmental Regulation:
  - Provide support for Conservation Commission in administering Wetlands and Rivers Protection Acts and local Wetlands and Stormwater By-Laws by reviewing applications, drafting and issuing permits, conducting site visits to determine compliance including erosion control inspections, and maintaining minutes and records
  - Serve on Wildlife Management Committee and devise strategies to address human-wildlife conflicts based on scientific and regulatory requirements; develop informational materials
- Land Management & Open Space Planning:
  - Assist Conservation Commission with updating Town's Open Space Plan including developing goals/objectives for open space and natural resource management, coordinating committees, and writing and implementing plan
  - Utilize GIS software (ArcMap) to manage and edit database and maps of park assets
  - Assist with creating and implementing nature sanctuary management plans
  - Work with committee charged with protecting lands abutting nature sanctuaries by researching conservation tools, writing reports and preparing presentations
  - Write and review grant proposals, leading to grant awards for parks recycling initiative, annual outdoor film series, and $900K in funding for new park development
  - Assist in developing standard operating procedures for forestry practices
- Education & Outreach:
  - Coordinate volunteer work and stewardship opportunities in nature sanctuaries
  - Develop educational guides for non-native invasive plant/insect species
  - Lead climate change/health initiatives; coordinate vehicle idling reduction campaign
  - Work with teams creating signs/literature for park and dog policies, and sanctuary signage
  - Assist environmental educator with workshops and classes for children and families
  - Field inquiries from general public related to wetlands, conservation, wildlife, forestry, parks and recreation
  - Train and serve as a mentor for several new employees

8/07-8/12 Overnight Program Instructor, *Museum of Science, Boston, MA*

- Taught and assisted in developing interactive workshops, science activities and live animal demonstrations for children participating in an overnight science program

8/07-6/08 Outreach Assistant and Sales Specialist, *Recreational Equipment Incorporated (REI)*

- Led workshops for children on environmental stewardship, Leave No Trace principles, backpacking, camping and wilderness safety; facilitated outdoor equipment sales/support

9/04-8/07 Graduate Student & Researcher, *University of Massachusetts Boston*

- Designed and implemented an independent field-based manipulative experiment studying the effects of climate change drivers on a New England salt marsh
- Conducted regular wetland plant surveys, water sampling/testing and insect surveys
- Initiated collaborations with scientists from Woods Hole and other institutions to aid in research endeavors; assisted with projects in Plum Island Estuary/freshwater wetlands
- Worked closely with Conservation Commission, conservation groups and landowners to obtain permits for research; became familiar with wetland and environmental regulations
- Analyzed and interpreted all data, utilizing statistical methods and literature searches as needed, and presented results in written thesis, publications and public presentations
- Engaged in public outreach including creating educational display at local farm & convention

9/04-5/07 Teaching Assistant, *University of Massachusetts Boston*

- Taught laboratories, graded assignments, led review sessions, conducted lectures and assisted undergraduate and post-graduate students in General Biology, Population Biology, Ecology, and Teaching Ecology, Evolution & Diversity of Life

9/05&9/06 Volunteer, marsh restoration monitoring

- Assisted Massachusetts Coastal Zone Management employees and a private contractor with vegetation monitoring efforts for a salt marsh restoration site in the Neponset marsh

11/03-8/04 Laboratory Manager/Research Assistant, *Brigham & Women's Hospital*

- Recruited by former employer (see below 1/99-1/01) to assist in scientific research and managing/organizing an expanding cardiovascular disease laboratory

7/02-7/03 DNA Laboratory Manager/DNA Analyst, *Lapuck Laboratories, Inc.*

- Recruited as a consultant for the formation of a DNA forensic laboratory
- Researched and recommended molecular forensic techniques, equipment and supplies; optimized procedures and conducted validation studies for human identification testing; created and maintained laboratory quality control/quality assurance plan
- Assisted with environmental testing, including water quality assessment

1/01-6/02 Technical Sales Specialist, *QIAGEN, Inc.*

- Built relationships with customers in universities, hospitals and biotechnology companies across New England, to facilitate on-site sales and demonstrations of molecular biology, genetics and protein products and services, scientific presentations, and technical support

1/99-1/01 Research Assistant, *Harvard School of Public Health/Brigham & Women's Hospital*

- Promoted to senior research assistant with lab managerial duties including delegation of laboratory tasks and product assessment
- Collaborated with a pharmaceutical company in developing drug targets for cardiovascular disease; prepared reports and discussed strategies with executives

- Used molecular and cell biology techniques to isolate and assess genes with potential importance in vascular smooth muscle cell development

9/97-1/99 Lab Technician, *Tufts University, Sackler School of Biomedical Sciences*

- Reviewed current literature and optimized protein biology techniques to characterize and assess structure and function of a protein, the defective form of which causes the disease human juvenile neuronal ceroid lipofuscinosis; managed darkroom

PUBLICATIONS

Charles H, Dukes J (2009) Effects of warming and altered precipitation on plant and nutrient dynamics of a New England salt marsh. Ecological Applications 19 (7): 1758-1773.

Charles H, Dukes J (2007) Impacts of invasive species on ecosystem services. In: Nentwig W (ed) Biological invasions. Springer-Verlag, Berlin, Heidelberg pp 217-237.

Hsieh CM, Fukumoto S, Layne MD, Maemura K, **Charles H**, Patel A, Perrella MA, Lee ME (2000) Striated muscle preferentially expressed genes α and β are two serine/threonine protein kinases derived from the same gene as the aortic preferentially expressed gene-1. Journal of Biological Chemistry 275: 36966-36973.

GRANTS AWARDED & HONORS

8/07 Lipke Memorial Travel Fund Award, Biology Department, UMass Boston
5/07 Biology Program Award for Outstanding Achievement, UMass Boston
12/06 Biology Department Outstanding Teaching Award, UMass Boston
8/06 Lipke Memorial Travel Fund Award, Biology Department, UMass Boston
12/05 Sigma Xi Grants-in-Aid of Research from Sigma Xi, The Scientific Research Society
12/05 Robert W. Spayne Research Grant from Graduate Student Assembly, UMass Boston
10/05 Biology Department Distinction in Teaching Award, UMass Boston

PROFESSIONAL AFFILIATIONS

Association of Massachusetts Wetland Scientists (Affiliate), Ecological Society of America, Massachusetts Association of Conservation Commissions, New England Wildflower Society, Sigma Xi, Society for Women Environmental Professionals, The Wildlife Society, Union of Concerned Scientists

REFERENCES *Available upon request*