

# A G R E E M E N T

by and between

**TOWN OF MONTEREY AND ATTORNEY MARK BOBROWSKI**

**FOR**

**RECODIFICATION OF THE ZONING BY-LAW**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Town of Monterey, Massachusetts, acting by and through its Board of Selectmen and Planning Board (hereinafter called the TOWN) and Mark Bobrowski, 9 Damonmill Square, Suite 4A-4, Concord, MA 01742 (hereinafter called the ATTORNEY).

1. Subject to the terms and conditions set forth herein, the ATTORNEY agrees to provide the services described in the document entitled "Attachment A - Scope of Services" and the TOWN agrees to assist in an appropriate manner.

2. Subject to the terms and conditions set forth herein, the TOWN agrees to pay the ATTORNEY for such services the total sum of \$11,000.00, to be disbursed on the following schedule:

First payment: upon the completion of three (3) meetings with the Committee and the preparation of the first draft of the recodified zoning by-law, the ATTORNEY may request a payment of \$7,000.00.

Second payment: upon the completion of the second and final draft of the recodified zoning by-law and the fourth (4th) meeting of the Committee, the ATTORNEY may request a payment of \$3,000.00.

Third payment: upon the completion of the public hearing and Town Meeting at which the recodified zoning by-law is presented, the ATTORNEY may request a payment of \$1,000.00. In the event that the TOWN does not present said recodified by-law for public hearing and/or town meeting vote within 180 days after completion of the final draft, the final payment shall be due thirty (30) days thereafter.

3. It is expressly understood that the ATTORNEY shall deliver to the TOWN one (1) hard copy of the final draft of the recodified zoning by-law and a copy of the final draft of the recodified zoning by-law in Word 2000 or another mutually acceptable format on a diskette. After delivery of the final draft of the recodified zoning by-law to the TOWN, any changes proposed or made to the text of said by-law shall be the responsibility of the TOWN.

FOR THE TOWN:

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for the  
Town of Monterey

FOR THE ATTORNEY:

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Mark Bobrowski  
9 Damonmill Square, Suite 4A-4  
Concord, MA 01742

## Attachment A - Scope of Services

1. At the first meeting of the boards to review the by-law, these deficiencies highlighted in the Zoning Memorandum dated December 15, 2010, will be categorized and prioritized, to provide focus to the revision:

CATEGORY 1: Changes easiest to resolve. Includes simple renumbering, relocation within by-laws, deletions, creation of charts, and other cosmetic changes.

CATEGORY 2: Changes to bring the by-law into legal conformity. Includes changes to reflect new case law or statutes, resolution of internal inconsistencies, new definitions, addition of routine planning provisions.

2. The Committee will devote a total of two (2) subsequent meetings to the following topics:

- a. Procedural issues: enforcement, administration, penalties, special permits, variances, site plan review, and powers of boards
- b. Use Table/Definitions: Clarify use table and provide comprehensive definitions
- c. Residential issues: Home occupations, accessory uses, alternative development by-laws
- d. Business issues: Accessory uses, parking, landscaping, signs, environmental standards

3. Based upon comments received at these meetings, ATTORNEY will prepare a first draft of a recodified zoning by-law.

4. ATTORNEY will meet with the Committee to review the first draft of the recodified zoning by-law.

5. Based upon comments received at the last meeting, ATTORNEY will prepare a second draft of a recodified zoning by-law.

6. ATTORNEY will attend the public hearing and Town Meeting, at the request of the Town.