

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 -

**April 15, 2014** • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30<sub>PM</sub>

### PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

### CORRESPONDENCE

### ANNOUNCEMENTS

- 032 14 Councilor Hume: Recognition of 60 Year Anniversary - Brow Oil
- 026 14 Council President: Annual Spring Leaf Pickup
- 033 14 Council President: Household Hazardous Waste/Electronics Drop-Off
- 035 14 Councilor Kokoros: Braintree Football Golf Tournament
- 037 14 Council President: Norfolk County Notice of Aerial Larval Control Application

### APPROVAL OF MINUTES

- April 1, 2014

### CITIZEN CONCERNS/COUNCIL RESPONSE

- 022 14 Council President: Comcast – Resident Issue

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

- 036 14 Councilor Mullaney: Council Chambers Status Report
- 004 14 Councilor O'Brien: MMA Annual Conference Report

### OLD BUSINESS

- 14 014 Councilor Clifford: Chapter 134 of the Acts of 2008 – Extension to FY2016 or take up any action relative thereto

## NEW BUSINESS

### Refer to the Committee on Ordinance & Rules

- 14 022 Council President: Update of Chapter 5-565 Peddling and Solicitation or take up any action relative thereto

### Refer to the Committee on Ways & Means

- 14 015 Mayor: FY2014 Capital Plan or take up any action relative thereto
- 14 016 Mayor: Rescind prior Borrowing Authorizations – Various Departments or take up any action relative thereto
- 14 017 Mayor: Transfer of Unexpended Funds – Building Renovations or take up any action relative thereto
- 14 018 Mayor: Supplemental Appropriation – FY2014 Capital Plan Water Enterprise or take up any action relative thereto
- 14 019 Mayor: Appropriation – FY2014 Water Capital Plan or take up any action relative thereto
- 14 020 Mayor: Supplemental Appropriation – FY2014 Capital Plan or take up any action relative thereto
- 14 021 Mayor: Appropriation – FY2014 Capital Plan or take up any action relative thereto
- 14 023 Mayor: Land Lease Wireless Communications Facility-River Street or take up any action relative thereto

### Refer to the Committee on Public Works

- 14 024 National Grid: Petition Union Street area or take up any action relative thereto
- 14 025 National Grid: Petition Rose and Fairview Avenue or take up any action relative thereto
- 14 026 National Grid: Petition Ferncroft and Audubon Avenue or take up any action relative thereto
- 14 027 National Grid: Petition Liberty Street or take up any action relative thereto
- 14 028 National Grid: Petition Louise Road or take up any action relative thereto
- 14 029 National Grid: Petition Shepard Road and Jefferson St. or take up any action relative thereto
- 14 030 National Grid: Petition Elm and Commercial Street area or take up any action relative thereto
- 14 031 National Grid: Petition Ellsmoore Ter. And Colby Road or take up any action relative thereto

### Other Business

- 034 14 Council President: Added Meeting Date: Town Clerk Position or take up any action relative thereto

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

## ADJOURNMENT

- Next Council Meetings: **APRIL 30 AND MAY 1, 2014 @ 7:30pm**



# Braintree Town Council In Recognition of

# Brow Oil Company

*Is recognized by the Braintree Town Council as an established family business since 1954 and for their generosity and support to many local charities. The Braintree Town Council joins in celebration of their 60th Anniversary.*

*Thomas M. Bowes*

Thomas M. Bowes  
President/District 3

*Sean E. Powers*

Sean E. Powers  
Vice-President/At-Large

*Charles C. Kokoros*

Charles C. Kokoros  
District 1

*Shannon Hume*

Shannon Hume  
At-Large

*John C. Mullaney*

John C. Mullaney  
District 2

*Stephen C. O'Brien*

Stephen C. O'Brien  
District 4

*Charles B. Ryan*

Charles B. Ryan  
At-Large

*Michael J. Owens*

Michael J. Owens  
District 5

*Paul "Dan" Clifford*

Paul "Dan" Clifford  
District 6



Joseph C. Sullivan  
Mayor

Department of Public Works  
Thomas Whalen, Director

Highway /Grounds Division  
Stephen J. O'Brien, Superintendent



# **ATTENTION BRAINTREE RESIDENTS**

**ANNUAL WEEKLY SPRING LEAF PICKUP BY  
SUNRISE SCAVENGERS FOR FIVE (5) WEEKS ONLY.**

**CURBSIDE LEAF PICKUP WILL TAKE PLACE THE FOLLOWING  
WEEKS ON THE SAME DAY AS TRASH PICKUP**

**Weeks of: APRIL 28<sup>TH</sup>**

**MAY 5<sup>th</sup>**

**MAY 12<sup>th</sup>**

**MAY 19<sup>th</sup>**

**MAY 26<sup>th</sup>**

**(Week of May 26<sup>th</sup> will be one day behind due to Memorial Day Holiday)**

## **PICKUPS ON SAME DAY AS TRASH PICKUP**

**LEAVES MUST BE IN BIODEGRADABLE BAGS OR CONTAINERS SUCH AS  
BOXES OR BARRELS AND CURBSIDE BY 7:00 AM.**

**NO PLASTIC BAGS**

**LEAVES ONLY WILL BE PICKED UP. RESIDENTS MUST DISPOSE OF ALL  
OTHER YARD WASTE AT THE PLAIN ST. CEMETERY LEAF SITE DURING  
BUSINESS HOURS**

**COMPOST SITE HOURS STARTING APRIL 2, 2014  
WEDNESDAY THRU SUNDAY 7:30 AM- 3:00 PM.  
CLOSED MONDAYS, TUESDAYS & HOLIDAYS**

**FOR MORE INFO, CONTACT (781) 794-8060 OR 8088  
SUNRISE SCAVENGERS (617) 361-8000**

**033 14**

**ANNOUNCEMENT**

**Household Hazardous Waste and Electronics Drop-Off Day**

Saturday, April 26, 2014

9:00am until Noon

Recycling Center – Ivory Street

Across from the T



**BRAINTREE RESIDENTS ONLY**  
**HOUSEHOLD HAZARDOUS WASTE & ELECTRONICS DROP-OFF**  
 April 26, 2014 & September 27, 2014 (9:00 A.M. – Noon)  
Recycling Center – Ivory Street - Across from the T



[www.braintreema.gov/recycling](http://www.braintreema.gov/recycling)

**Hazardous Waste Collection by the Town**

**(CASH ONLY)**

Chemicals, oil paint, solvents, auto fluids, etc.....	
(For every 10 gallons or 10 pounds of materials) . . . . .	<b>\$10.00</b>
Propane Tanks.....	No/Charge
Cell Phones.....	N/C
Glass Thermometers receive a FREE exchange.....	N/C
Fluorescent Tubes & Compact Fluorescent Bulbs.....	N/C
Thermostats & Mercury Switches.....	N/C

**Additional Collections and Fees**

**By the Friends of the Library- All of these proceeds go directly to the Library:**

Computer Towers, Keyboards, Laptops, & Accessories	N/C
Printers, Fax Machines, & All Other Electronics	N/C
Computer Monitors	\$15.00
Portable TV's up to 24 inches	\$15.00
Console TV's & Portable TV's over 24 inches	\$20.00
Air Conditioners	\$15.00
De-Humidifiers and Microwaves	\$10.00
Car Tires	\$ 5.00
Truck Tires	\$15.00
Rims	\$ 2.00
Car, Boat, and Motorcycle Batteries	\$ 5.00

<b>ELECTRONICS</b>	<b>MERCURY</b>	<b>CHEMICALS</b>	<b>CHEMICALS</b>
Computer Towers & Keyboards	Auto/boat Switches	Aerosols	Marine chemicals
Computer Monitors & Accessories	Barometer	Automobile Fluids	Paint (oil based only)
Misc. Electronics	Blood-Pressure Cuffs	Caustic Chemicals	Paint Stripper
Televisions	Bulbs/Fluorescent & Halogen	Cleaning Fluids	Photo Chemicals
<b><u>TIRES &amp; BATTERIES</u></b>	Chemistry Sets	Fertilizer/Pesticide	Poison, i.e. (Snail/Rat/Slug)
Button-cell batteries	Glass thermometers	Flea Control Products	Pool chemicals
Non-acid Batteries	Thermostats	Fungicide	Rubber Cement
Tires (all types)		Gasoline	Shellac & Lacquers
Tire Rims		Hobby Supplies	Solvents & Turpentine
Car/Boat/Batteries		Herbicides	Solvents-Based glue
		Insecticides	Stains & Varnishes
		Kerosene	

**Note:** We do not accept latex (water based) paint.  This can be disposed of in your regular trash. Remove lid & air dry/add kitty litter or sawdust to speed drying.



PLEASE **DO NOT** PUT **MERCURY** CONTAINING ITEMS IN THE TRASH  
 Mercury is harmful to your family's health if not disposed of properly. It will not cause harm as long as it says inside the product and is disposed of properly. For additional information, note information on reverse side or you may go to [www.keepmercuryfromrising.org](http://www.keepmercuryfromrising.org).

**Trash/Recycling/Yardwaste-*Missed Pickups*—Call Sunrise Scavenger/617-361-8000**



**PRESCRIPTION DRUG DISPOSAL PROGRAM**

A Prescription Drug Disposal Program, sponsored by Mayor Sullivan, Braintree Police and the Board of Health, is offered at the Household Hazardous Waste Events held twice a year. Residents can bring prescription medications for free disposal. Items must be in original containers, personal information voided. Sharps (needles/syringes) will be accepted in red sharps containers only. Disposal is also available at the Braintree Health Department/90 Pond Street (781-794-8090) 8:30AM-4PM (Monday-Friday). A nominal fee will be charged for disposal, as well as for sharps container purchases.



*Save Space in Your Cart. Recycle Textiles:*

Except for oil, gas or hazardous waste stained materials, all textiles can be recycled, even if mismatched, torn, worn or stained. Donation containers are located throughout Town at retail outlets, at the Ivory Street Recycling Center and at every school in nearby Weymouth, Abington, and Braintree.

Clothing	Accessories	Shoes	Home
jeans/slacks	gloves/hats	flip flops	curtains/sheets
shirts/jerseys	belts/ties/scarves	sneakers	blankets
sweaters/blouses	leather/cloth purses	boots/shoes	tablecloths
coats/socks/suits	cloth tote bags	slippers	very small rugs
under garments	stuffed animals		pillows/towels
dresses/gowns			comforters

**Spring 2014**

**Yardwaste will be picked up on your regular trash day  
 During the weeks of April 28, May 5, 12, 19 & 26**

Place leaves, grass clippings & twigs into brown paper leaf bags, cardboard boxes or open barrels. Must be curbside prior to 7AM as collection times vary. **PLASTIC BAGS WILL BE REJECTED.**

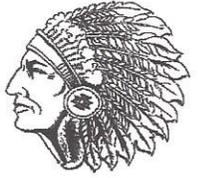
**No Curbside Pickup during June, July, August & September. Drop-off is available at the Compost Site, 225 Plain Street, Wednesday through Sunday, 7:30AM-2:45PM from April to February. Sticker Required.**





**BRAINTREE FOOTBALL BOOSTER CLUB**

**PRESENTS**



**The 3<sup>rd</sup> Annual  
Braintree Football  
Golf Tournament**

**FRIDAY, JUNE 6<sup>TH</sup>**

**BRAINTREE MUNICIPAL GOLF COURSE**

**8:00AM SHOTGUN START**

**\$130 PER GOLFER**

**HOLE CONTESTS!  
AUCTIONS,  
RAFFLES  
&  
PRIZES**

**DINNER TO FOLLOW  
@ BRAINTREE D.A.V.  
  
ONLY \$20 FOR  
NON-GOLFERS**

**BECOME A  
HOLE SPONSOR  
TODAY!  
  
ONLY \$125**

**CALL GERRY MARTIN AT (339) 235-0351  
DAN MAHONEY AT (508) 958-6973  
OR CARMEN FILLETI AT (781) 812-6228**

\*\*\*\*\*  
**\*\*\*PLEASE MAKE CHECKS PAYABLE TO: BRAINTREE FOOTBALL BOOSTER CLUB\*\*\***

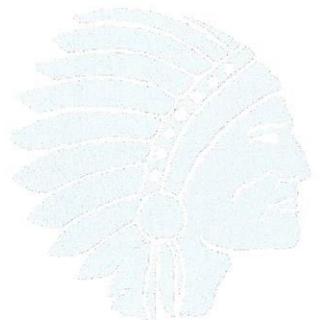
**NAME:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TEAMMATES:** \_\_\_\_\_

**I AM A:  GOLFER  HOLE SPONSOR  DONOR**  
(CHECK ALL THAT APPLY)





**THE COMMONWEALTH OF MASSACHUSETTS**  
**The State Reclamation and Mosquito Control Board**  
**NORFOLK COUNTY MOSQUITO CONTROL DISTRICT**  
 61 Endicott Street, Building #34, Norwood, MA 02062  
 (781) 762-3681 fax: (781) 769-6436  
[www.norfolkcountymosquito.org](http://www.norfolkcountymosquito.org)



**ROBIN L. CHAPPELL** **NORMAN P. JACQUES** **MAUREEN P. MACEachern** **LINDA R. SHEA** **RICHARD J. POLLACK, PhD**  
 Commissioners

**DAVID A. LAWSON**  
 Director

**CAROLINE E. HAVILAND**  
 Field Operations Manager

To: Massachusetts Pesticide Board  
 State Reclamation & Mosquito Control Board  
 Boards of Health

From: David A. Lawson, Director,  
 Norfolk County Mosquito Control District

Date: April 4, 2014

**Re: Notice of Aerial Larval Control Application**

In accordance with 333 CMR 13.04 (7) (a & b), please consider this as notification of the pending aerial application targeting mosquito larvae in the wetlands in the District.

The Norfolk County Mosquito Control District will be conducting helicopter applications of the biorational larvicide Bti (*Bacillus thuringiensis israelensis*) to control mosquito larvae. These applications will be conducted over specific large wetlands in the Towns of:

**Avon/Bellingham/Braintree/Canton/Dedham/Dover/Foxboro/Franklin/Holbrook  
 Medfield/Medway/Millis/Milton/Needham/Norfolk/Norwood/Plainville/Quincy  
 Randolph/Sharon/Stoughton/Walpole/Westwood/Weymouth/Wrentham.**

These applications will be conducted for 2 to 3 days, anytime between April 14, 2014 and April 30, 2014. ***As always, the weather in the spring is unpredictable. For this reason the District cannot pin down actual application dates with any more accuracy at this time.***

The trade name of the granular formulations of Bti to be used is VectoBac G (EPA Reg. #73049-10). For further information contact David A. Lawson, Director at (781) 762-3681 or the Boards of Health in the towns listed above. Information is also available on line at [www.norfolkcountymosquito.org](http://www.norfolkcountymosquito.org)

Respectfully submitted

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

### April 1, 2014

## MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, April 1, 2014 beginning at 7:30p.m.

Council President Bowes was in the chair.

The Clerk of the Council conducted the roll call.

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

Others: Dennis Regan, National Grid Representative  
Maryellen Fleming, Resident  
Gerry Buckley, Comcast Government Representative  
James Regan, Light Board Secretary  
Debra Starr Helbig, Assistant Town Clerk  
Katarina Devin, Principal Clerk  
Susan Cimino, Registration Clerk

### **CORRESPONDENCE**

None

### **ANNOUNCEMENTS**

- 021 14 Councilor Hume: B.F.F.E. Marathon Run for S.E.P.A.C.
- 025 14 Councilor Hume: Run for Charlotte
- 027 14 Councilor Hume: Cradles to Crayons Clothing Drive
- 026 14 Council President: Annual Spring Leaf Pickup

- 028 14 Councilor O'Brien: Carbon Monoxide requirements and Satisfaction
- 030 14 Councilor Clifford: CATS Academy Boston School

**APPROVAL OF MINUTES**

- March 4, 2014

**Motion:** by Councilor Powers to approve  
**Second:** by Councilor Kokoros  
**Vote:** For (9), Against (0)

Council President Bowes announced that if there are no objections Order 14 013 National Grid Petition: Woodedge Avenue will be taken out of order. No members objected.

Committee on Public Works

- **14 013 National Grid Petition: Woodedge Avenue or take up any action relative thereto**

Councilor Ryan, Chairman of the Committee on Public Works, reported that the Committee has recommended favorable action to include staff recommendations. He then read the scope of the work to be performed as well as staff recommendations.

**To install and maintain approximately 30 feet, more or less, of 2 inch gas main in Woodedge Avenue, Braintree from the existing 2 inch gas main near house #50, westerly to house #55 for a new gas service.**

**BELD** Engineering has reviewed petition #14 013 and has no special conditions or utility conflicts within the proposed scope of work.

**DPW** The proposed location is not under the moratorium, but was totally reconstructed in 2003. The proposed route runs very close to concrete curbing in good condition and through a drainage catch basin. The concrete curbing would be very difficult to reset, repair or replace with a matching curb, so if any is damaged, the full length along the trench would have to be replaced with our current standard, Type VA granite curbing. The sidewalk would also have to be saw cut and repaired. However, the main extension has to be moved out to avoid the catch basin anyway, so it should also be moved away from the curbing. If this change is made, we recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time.

**Motion:** by Councilor Ryan to approve with staff recommendations  
**Second:** by Councilor Powers  
**Vote:** For (8), Against (0), Did-Not-Vote (1-O'Brien)

## **CITIZEN CONCERNS/COUNCIL RESPONSE**

- 022 14 Council President: Comcast – Resident Issue

Maryellen Fleming, Braintree resident provided a summary of the events she observed; On the morning of February 21 @ 8:40 A.M., I looked out the kitchen window to see a suspicious looking man defecating in the side yard beside the storage shed which is adjacent to my residence. I ran and locked the doors to my residence fearing he would try to break into my house. He saw me and started to laugh while waving fliers at me. (COMCAST) I called my neighbor, Braintree police officer Ryan McHugh, and notified the Braintree police. A short time later Officer Brendan McCarthy arrived at my door and was very helpful. I told him what happened and he said that he had been riding around the neighborhood looking for the man, to no avail. Later in the day Officer McCarthy (who was off duty) called Officer McHugh to alert him one of the COMCAST workers was on Hancock Street. He briefly detained the individual who was evasive and tried to conceal his COMCAST badge. Officer McHugh conducted an investigation and placed under arrest two other workers who had outstanding felony warrants one of whom was a fugitive from the State of Maine. They located the individual who was in charge of the work crew who notified them he had picked these individuals up at the Pine Street Inn. Officer McHugh notified my husband who is a Transit Police Lieutenant to secure the video at Braintree station where the individual who was in my yard allegedly dropped off. My husband was concerned because of the recent assaults on Transit officers by residents of the shelters and he was also concerned because many residents of the shelters are registered sex offenders who have no other legal residence. He believes that COMCAST at the very least should have notified the Braintree Police they would be soliciting in the neighborhoods in the daytime. On behalf of my family, and the residents of Braintree, I would ask the council to thank the officers for their quick response and follow-up and to initiate an investigation into the door to door solicitation policies of COMCAST.

Gerry Buckley, Comcast Government Representative, apologized to Mrs. Fleming and the Town. He noted that this was not who Comcast is. The third-party company is no longer working with Comcast. The company had been working for Comcast for at least ten years. Mr. Buckley indicated that the situation is being handled by the Braintree Police Department at this time.

Councilor Clifford asked what steps Comcast would take in the future to prevent this type of activity. Mr. Buckley responded that the third-party company has been let go and all in-house employees have been instructed to register with the Police Department prior to going into the neighborhoods. Councilor Clifford asked what compensation Ms. Fleming was looking for from Comcast. Ms. Fleming responded that she has spoken with Mr. Buckley previously and believes his apology was sincere and was reasonable happy.

Councilor O'Brien asked Mr. Buckley the name of the company at fault. Mr. Buckley replied the name of the company in the Police Report was Power Direct out of California.

Councilor Kokoros commented that the event opened up an issue of people canvassing around town soliciting and there is an ordinance that controls their movement. Council President Bowes noted that the current ordinance does not require registration with the Police Department. He will place on the next Council agenda a revision of this ordinance to protect the people.

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

- **031 14 Councilor O'Brien: Council Policy #1 - Travel, Conferences and Meetings or take up any action relative thereto**

**Motion:** by Councilor Kokoros to approve with staff recommendations

**Second:** by Councilor Powers

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

**OLD BUSINESS**

- **024 14 Council President: Appointment of Interim Town Clerk or take up any action relative thereto**

Councilor Mullaney, Chairman of the Committee on Personnel Issues, reported that the Committee voted favorable action on appointing Debra Starr as Interim Town Clerk. She had informed the Committee that she was not interested in applying for the full-time Town Clerk position.

Councilor Clifford asked what the timeline for hiring a full-time Town Clerk. Councilor Mullaney explained that, on the recommendation of the Human Resource Director, the position has been placed on the following websites: Town of Braintree, MMA and the Town Clerk's Association. He expects that by May 1<sup>st</sup> that the Committee will provide three recommendations.

Councilor Owens commented that a policy for a system of succession should be developed for the future.

Councilor Powers read the following motion "that any person appointed to serve as interim town clerk shall not be considered for the permanent town clerk position. Councilor Clifford asked the reason why the interim town clerk would not be considered. Council President Bowes commented that the Human Resource Director, Karen Shanley, suggested it. When the Mayor appointed the Police Chief and Fire Chief he had appointed an interim chief who was not interested in becoming chief.

**Motion:** by Councilor Powers

**Second:** by Councilor Ryan

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

Councilor Powers read the following motion "Pursuant to Section 2-8 (b) of the Charter of the Town of Braintree the Town Council appoints Debra Starr as Interim Town Clerk effective April 2, 2014 and will serve until a successor is chosen and qualified.

**Motion:** by Councilor Powers

**Second:** by Councilor Ryan

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

Councilor Powers read the following motion “The Interim Town Clerk Salary shall be established at the M-18 A level.”

**Motion:** by Councilor Powers  
**Second:** by Councilor Ryan  
**Vote:** For (9), Against (0)

### **ADJOURNMENT**

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

Respectfully submitted,  
James M. Casey  
Clerk of the Council

## **Documents provided for Meeting**

- March 18, 2014 Minutes
- 022 14 Council President: Comcast – Resident Issue
- 031 14 Councilor O’Brien: Council Policy #1 - Travel, Conferences and Meetings
- 14 013 National Grid Petition: Woodedge Avenue
- 024 14 Council President: Appointment of Interim Town Clerk

022 14

**From:** Casey, Jim M.  
**Sent:** Monday, March 03, 2014 9:00 AM  
**To:** 'Gerry\_Buckley@cable.comcast.com'  
**Cc:** Bowes Thomas; Kokoros Charles  
**Subject:** FW: xfinity-criminals roaming the neighborhood  
**Importance:** High

Gerry,

Thank you for contacting me first thing this morning.

The event took place on February 21<sup>st</sup> at 8:40am.

Councilor Kokoros was notified by Maryellen Fleming, resident of Braintree, on February 27<sup>th</sup> at 7:45pm.

The email describing the event is shown below. Note: on March 2<sup>nd</sup>, Ms. Fleming sent a correction on one of the Police Officers noted in the first email. I have highlighted this in yellow.

On another note, as I discussed with you this morning, the Comcast Braintree phone number 781 817-6041 is useless; it directs you to a voice mailbox which then informs you that it is full.

Some online research shows it a negative complaint from many Braintree residents. You may want to think about redirecting the calls to you call center.

The Council President would like a representative from Comcast to attend the March 18<sup>th</sup> Council Meeting to discuss this event. Meeting begins at 7:30pm and will be held in the Cahill Auditorium at Braintree Town Hall.

Please confirm.

Thanks,

Jim

p.s. I have removed the Braintree Resident email address from all emails. If you need to contact her directly, let me know and I will reach out to her.

**From:**  
**Date:** March 2, 2014 at 7:58:47 PM EST  
**To:** <[ckokoros@braintreema.gov](mailto:ckokoros@braintreema.gov)>  
**Subject:** xfinity

Charlie,

Need to clear something up. I put the wrong name down for one of the officers. It's **Officer McLaughlin not McCarthy**. Brendan McLaughlin. Thanks for your ongoing interest in this matter.  
Maryellen Fleming

**From:** Kokoros Charles  
**Sent:** Thursday, February 27, 2014 7:45 PM  
**To:**  
**Cc:** Town Councilors; Mayors Office  
**Subject:** Re: xfinity-criminals roaming the neighborhood

Maryellen,

I am very concerned about this issue and will have it placed on our earliest agenda under citizen's concerns/complains. I feel terrible that this happen to you and your family. I will request a representative from Comcast be at the meeting to answer to you as to how this could have happen in the first place. I will have Mr. Casey email you the meeting date and confirm with Comcast a representative will be there.

Thank you,  
Charlie Kokoros

Sent from my iPhone

On Feb 27, 2014, at 7:34 PM,

Charlie,

On the morning of February 21 @ 8:40 A.M., I looked out the kitchen window to see a suspicious looking man defecating in the side yard beside the storage shed which is adjacent to my residence. I ran and locked the doors to my residence fearing he would try to break into my house. He saw me and started to laugh while waving fliers at me. (COMCAST) I called my neighbor Braintree police officer Ryan McHugh and notified the Braintree police. A short time later Officer Brendan McCarthy arrived at my door and was very helpful. I told him what happened and he said that he had been riding around the neighborhood looking for the man, to no avail. Later in the day Officer Mc Carthy (who was off duty) called Officer McHugh to alert him one of the COMCAST workers was on Hancock Street. He briefly detained the individual who was evasive and tried to conceal his COMCAST badge. Officer McHugh conducted an investigation and placed under arrest two other workers who had outstanding felony warrants one of whom was a fugitive from the State of Maine. They located the individual who was in charge of the work crew who notified them he had picked these individuals up at the Pine Street Inn. Officer McHugh notified my husband who is a Transit Police Lieutenant to secure the video at Braintree station where the individual who was in my yard allegedly dropped off.

My husband was concerned because of the recent assaults on Transit officers by residents of the shelters and he was also concerned because many residents of the shelters are registered sex offenders who have no other legal residence. He believes that COMCAST at the very least should have notified the Braintree Police they would be soliciting in the neighborhoods in the daytime. On behalf of my family, and the residents of Braintree, I would ask the council to thank the officers for their quick response and follow-up and to initiate an investigation into the door to door solicitation policies of COMCAST. Maryellen Fleming

-----Original Message-----

From: Bowes Thomas  
Sent: Friday, April 04, 2014 7:38 AM  
To: O'Brien, Stephen C.  
Cc: Casey, Jim M.  
Subject: RE: Council Quarters

Stephen,

I will have Jim place on an upcoming Council Meeting a report out from the Committee that was given this issue and ask for a report out.

Jim,

Please place this on the agenda for an upcoming meeting and ask Councilor Mullaney to provide a status on where the committee is on this item.

Thanks,  
Tom

---

From: O'Brien, Stephen C.  
Sent: Wednesday, April 02, 2014 5:26 PM  
To: Bowes Thomas  
Cc: Casey, Jim M.  
Subject: Council Quarters

Mr President,

I respectfully request an update on the Council Quarters search and feel the entire Council deserves to know the expected timeline on the project overall.

During the Council meeting last night (4/1/14), I raised my hand for discussion after the 14 003 NationalGrid petition was seconded. However, I was not given the floor (I did not vote) because you could not see me. I have since been advised to gavel the table, but this would have been avoided if you could see the entire Council.

Please advise.

- Stephen -

Stephen C. O'Brien  
District 4 Councilor

DEPARTMENTAL TRAVEL TRIP ANALYSIS

REQUESTOR: Stephen O'Brien

DEPARTMENT: Town Council

DATE OF MEETING OR CONFERENCE: January 24 & 25, 2014

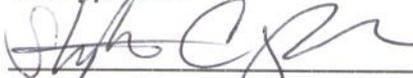
Name and Description of Conference: Massachusetts Municipal Association (MMA) Annual Meeting

- 1) Agenda or course description: The MMA's Annual Meeting is a great opportunity for local officials to:
  - Learn about solutions to problems facing your community
  - Meet people who can assist you with resources and ideas
  - Learn about valuable products and services for cities and towns
  - Attend programs that will strengthen your ability to lead and serve your community
- 2) Number of days for conference: Approximately 2 days
- 3) Relativity to job function: Opportunity for local leaders, state legislators and MMA Staff to meet, share ideas and talk about state and local issues.
- 4) Derived value to Council member: Ability to meet, share ideas and obtain updates about state and local issues was achieved.
- 5) Derived value to the Individual and Town expressed both quantitatively and qualitatively:

On Friday Jan. 24, I attended the Planning Ahead: Smart Growth and Sustainable Communities workshop and walked away with some ideas for working closer with the developer of the proposed Braintree Landing multi unit development.

On Saturday Jan. 25, I attended the Giving Citizens Numbers They Can Understand: Citizen-Centric Reporting where I was educated on being able to present numbers that average citizens can understand. This will be helpful in my capacity as Ways and Means Committee Vice Chair.
- The entire conference provided me the ability to better perform my duties as Town Councilor on behalf of District 4 and the Town of Braintree.
- 6) Number of days out of the office due to conference and meeting travel: N/A
  - a) Meeting Cost: \$ 234
  - b) Travel Cost: 0
  - c) Lodging Cost: 0
  - d) Total Cost: \$ 234
  - e) Comparable costs showing the most economical choice is presented for pre-approval:

Not Applicable

  
Authorized Signature (Requestor)

  
Town Council President certifying favorable vote

# *TOWN OF BRAINTREE*

## *IN COUNCIL*

---

ORDER NO: 14 024

DATE: March 11, 2014

ORDERED: COUNCILOR CLIFFORD

### **CHAPTER 134 OF THE ACTS OF 2008 – EXTENSION TO FY2016**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRAINTREE THAT THE TOWN VOTE TO EXTEND CHAPTER 134 OF THE ACTS OF 2008 OF THE MASSACHUSETTS GENERAL LAWS THROUGH FISCAL YEAR 2016 AT WHICH TIME THE TOWN COUNCIL MAY VOTE TO EXTEND CHAPTER 134 OF THE ACTS OF 2008.



**TOWN OF BRAINTREE**  
ONE JFK MEMORIAL DRIVE  
BRAINTREE, MASSACHUSETTS 02184

## Department of Veterans Services

**Richard J Walsh, Director**

*rwalsh@braintreema.gov*

*Tel: (781) 794-82*

*Fax: (781) 794-8269*

To: Councilor Dan Clifford

RE: Citizen Soldiers Bill

Information and Statistics of the Recipients of Tax rebate as result of the  
"Citizen Soldiers Bill" Article 6 for Our Veteran's, Final Town Meeting, May 2007

<u>Recipient</u>	<u>Date Received</u>	<u>Tour of Duty</u>	<u>Value</u>
Michael W Schuler 4 Plymouth Ave, Braintree CPT O-3 ARMY ARNGUS/ QM RIARNG ELE JFHQ, Ft Bliss, TX 79916	August, 2005	OIF (Iraq)	\$2,792.00
Barry A Beaudoin 62 Milton Rd, Braintree SSG E-6 - ARMY/ ARNGUS 126 <sup>th</sup> Aviation Bn, Otis ANGB, MA 02542	December 2006	OIF (Iraq)	\$2,735.64
Michael W Schuler 450 Liberty St, Braintree MAJ O-4 - ARMY ARNGUS/LG SPEC OPS DET- GW, Camp Shelby, MS 39407	May, 2009	OEF (Afag)	\$7,018.00
Daniel E. Parisi 37 Hillcrest Rd, Braintree SSG E-6 - ARMY/ ARNGUS 772 <sup>ND</sup> Military Police Co, Taunton, MA 02780	Feb, 2010	OIF (Iraq)	\$2,628.00
Richard S Wong 1140 Washington St, Braintree SK2 E-5 USCG - Reserves CG Port Security, Unit 301, Buzzards Bay, MA	Mar 2010	OIF(Kuwait)	\$3,904.31

RICHARD J WALSH, Director  
Veterans' Services

#14-022

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

DATE: April 2, 2014

TO: Clerk of the Council

From: Thomas M. Bowes, Council President

Subject: Update of Braintree Code 5.32 Peddling and Solicitation

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 APR -2 AM 9:12

Please place on the April 15, 2014 Council Agenda for referral to the Committee on Ordinance & Rules "Update of Braintree Code 5.32 Peddling and Solicitation.

## **Chapter 5.32. PEDDLING AND SOLICITING**

### **5.32.010. Peddling of goods, wares and merchandise—License required—Fee.**

No person shall hawk or peddle goods, wares or merchandise within the limits of the Town, except as otherwise authorized by law, without first obtaining a license therefor from the Selectmen, such license to be subject to reasonable rules and regulations and to a license fee as established by the Selectmen in accordance with the provisions of Section 17 of Chapter 101 of the General Laws. (ATM 5-10-2005 Art. 37 (part); prior code § 99-1)

### **5.32.020. (Reserved)**

Editor's Note: Former § 5.32.020, Peddling ice, plants or flowers—License required, derived from prior code § 99-2, was repealed ATM 5-10-2005 Art. 37. For current provisions, see § 5.32.010.

### **5.32.030. Transient vendors—Local license required—Fee.**

A person licensed by the commonwealth of Massachusetts as a transient vendor under the provisions of Chapter 101, Section 3, of the General Laws shall, before making any sales of goods, wares or merchandise within the limits of the town, make application to the selectmen for a local license; such local license shall be subject to such reasonable rules and regulations as may from time to time be made by the selectmen and to the payment of a license fee in accordance with the provisions of Chapter 101, Section 5, of the General Laws. (Prior code § 99-3)

### **5.32.040. Hawkers and peddlers—Permit required.**

A person licensed by the commonwealth of Massachusetts as a hawker or peddler under the provisions of Chapter 101, Section 22, of the General Laws shall, before making any sale of goods, wares or merchandise within the limits of the town, apply for a permit from the selectmen; such permit shall be subject to such reasonable rules and regulations as may from time to time be made by the selectmen. (Prior code § 99-4)

### **5.32.050. Granting permits to minors.**

The selectmen may from time to time, in accordance with Chapter 101, Section 19, of the General Laws, make reasonable rules and regulations governing the granting of permits to minors engaged within the limits of the town in the trade of bootblacking and may regulate, control or prohibit the sale or barter by minors of any goods, wares or merchandise, the sale of which is otherwise permitted without a license by Section 17 of such Chapter 101. (Prior code § 99-5)

### **5.32.060. Temporary licenses for charitable organizations and veterans.**

The selectmen may from time to time make reasonable rules and regulations governing the granting of temporary licenses to any organization engaged exclusively in charitable work, or to a post of any incorporated organization of veterans who served in the military or naval service of the United States in time of war or insurrection for the sale of flags, badges, medals, buttons, flowers, souvenirs and similar small articles, in accordance with the provisions of Chapter 101, Section 33 of the General Laws. (Prior code § 99-6)

## **5.32.070. Solicitation and canvassing.**

### **A. Purpose.**

The purpose of this bylaw is to protect the citizens of Braintree from crime, undue annoyance and fraudulent door-to-door solicitors and canvassers by requiring those who wish to engage in such activity to register with the Braintree police department.

### **B. Definitions.**

1. "Solicitation or canvassing" means traveling by foot, motor vehicle or any type of conveyance, from place to place, from house to house, or from street to street, whether for salary, commission or other remuneration, whether on behalf of oneself or another person, business, firm, corporation, organization or other entity, and (a) selling, leasing or taking orders for the sale of any goods, wares, merchandise or services whatsoever, including, but not limited to, books, periodicals, food, and home improvement services, or attempting to so sell, lease or take orders, whether or not advance payment on such sales is collected; or (b) seeking or requesting donations of money, goods or services for any for-profit entity or nonprofit entity.
2. "Residential property" includes without limitation each individual dwelling unit.

### **C. Prohibition and Requirements.**

1. No person shall engage in solicitation or canvassing in or upon any private residential property in the town of Braintree, and no business, firm, corporation, organization or other entity shall arrange for any person to engage in solicitation or canvassing in or upon any residential property, without first registering with the chief of police not less than seven days before commencing such solicitation or canvassing and obtaining from the chief of police a certificate evidencing such registration.
2. Persons engaged in solicitation or canvassing shall display on their person such certificate of registration while so engaged and shall produce such certificate upon request.
3. Immediately upon encountering an occupant of any residential property, a person engaged in solicitation or canvassing shall present such certificate of registration for inspection and inform the occupant of the nature and purpose of his business, and if he is representing an organization, firm, or other entity.
4. Each person engaged in solicitation or canvassing in or upon any residential premises shall immediately leave such premises upon the request of the occupant.
5. No person shall engage in solicitation or canvassing in or upon any residential property upon which is displayed a sign prohibiting trespassing, solicitation or canvassing.
6. No person engaging in solicitation or canvassing shall misrepresent in any way his true objective, status or mission or that of any organization on behalf of which he is so engaged.
7. Persons engaging in solicitation or canvassing shall comply with all federal, state and local laws and regulations, including but not limited to consumer protection laws such as MGL Chapters 93, 93A and 255D.

## **D. Registration.**

### **1. Application.**

Persons seeking registration certificates in accordance with this bylaw shall apply therefore not less than seven days before commencing solicitation or canvassing in the town of Braintree. Such application shall be signed under the penalties of perjury and shall contain the following information on a form provided by the chief of police:

- a. Applicant's name, home address and telephone number;
- b. Name of applicant's business, firm, corporation, organization, or other entity represented, business address and telephone number;
- c. Applicant's date of birth;
- d. Applicant's Social Security Number;
- e. Applicants must produce a copy of their driver's license or a photograph will be taken by the Braintree police department at the time of registering;
- f. Length of time for which applicant seeks to conduct business in the town of Braintree;
- g. Description of the nature of the business and the goods or services to be sold or purpose(s) for which donations are to be requested;
- h. If applicant is operating or being transported by a motor vehicle, the year, make, model, color, registration number, state of registration, owner's name and address of each such vehicle;
- i. Whether the applicant has been convicted of any of the following offenses within the past seven years in any state or federal court of the United States: burglary, breaking and entering, larceny, robbery, receiving stolen property, assault fraud, sexual misconduct, unlawfully carrying weapons, or the attempt of any such offense;
- j. Applicant must also consent to a criminal history check to be conducted by the chief of police or his designee.

### **2. Contents of Certificate.**

Each certificate of registration shall contain the signature of the chief of police or his designee and shall show the name, address and photograph of the holder of the certificate, date of issue and registration number.

### **3. Expiration of Certificate.**

Each certificate of registration issued pursuant to this bylaw shall expire ninety (90) days from the date of issue. Certificates must be returned to the Braintree police department when the applicant has concluded his or her solicitation activities in the town of Braintree.

### **4. Transfer of Certificate.**

No certificate of registration may be transferred to any other person or entity.

**5. Revocation of Certificate.**

The chief of police may revoke the certificate of registration of any solicitor or canvasser for violation of any provision of this bylaw or for providing false information on the application.

**6. Duties of Police Department.**

The police department shall keep a record of all certificates of registration, including registration numbers, and applications therefor for a period of six years after application. Enforcement authority of this bylaw shall be by criminal complaint filed by the police department.

**E. Exception.**

The provisions of this bylaw shall not apply to the following persons:

1. Any person duly licensed under MGL c. 101, or to any person exempted under MGL c. 101, MGL c. 149, Section 69; MGL c. 180, Section 4, or any other General Law.
2. Any officer or employee of the town, county, state or federal government on official business; or
3. Route salespersons or others having established customers making periodic deliveries to such customers or making calls upon prospective customers to solicit orders for periodic route deliveries, including but not limited to news carriers.
4. Individuals seeking to engage in exclusively Non-Commercial Communication.

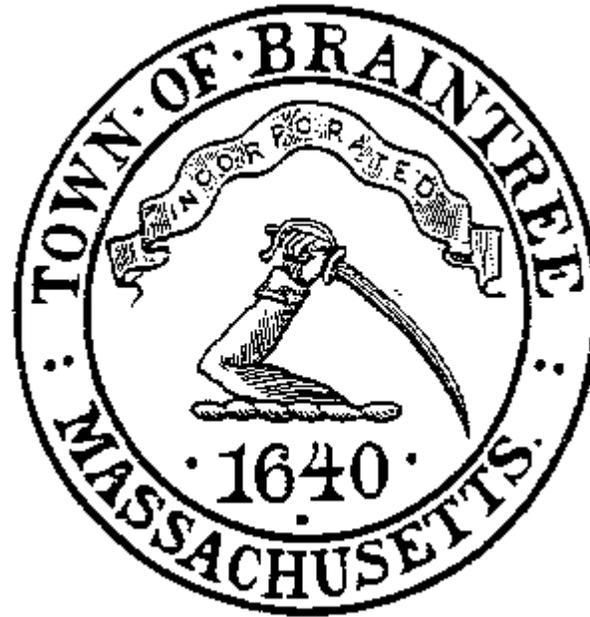
**F. Severability.**

If any section, subsection, sentence, clause, phrase or portion of this bylaw shall be declared invalid or held unconstitutional by any court of last resort, the remainder shall continue in full force and effect.

**G. Penalty.**

Whoever violates any provision of this bylaw shall be liable to a penalty of not less than one hundred dollars (\$100.00) for each offense, or take any other action relative thereto. (STM 10-8-2002 Art. 18; STM 5-6-1996 Art. 15; prior code § 99-7)

# Town of Braintree



**Joseph C. Sullivan**  
Mayor

## Capital Plan

**Michael T. Coughlin**  
Chief of Staff and Operations

**Edward J. Spellman**  
Director of Municipal Finance

March 17, 2014

**Town of Braintree**

**Capital Plan**

**Table of Contents**

	<b>Page</b>
<b>1. Introduction .....</b>	<b>3-4</b>
<b>2. FY 2014 Capital Plan Recommendation Summary and Funding .....</b>	<b>5-7</b>
<b>3. Recommendation Projects and Description .....</b>	<b>8-16</b>
<b>4. Capital Funding and Projected Debt Service Costs .....</b>	<b>17-22</b>
<b>5. General Fund Five Year Requests .....</b>	<b>G1-G3</b>
<b>6. Water Sewer Fund Five Year Requests .....</b>	<b>W/S1</b>
<b>7. Golf Fund Five Year Requests .....</b>	<b>E2</b>

**Town of Braintree  
Capital Plan  
INTRODUCTION**

**Policy Purpose**

The Town of Braintree, Massachusetts through the Mayor, as well as the Town Council and School Committee, are responsible for the accounting of all public funds and managing Town finances wisely. This responsibility includes the establishment of appropriate levels of reserves and planning for the adequate funding of the Town's infrastructure, needs and the services. The following establishes guidelines for the fiscal, economic and managerial stability of the Town.

**Policy Goals**

Financial policies are the statements of guidelines and goals that will inform and guide the financial management practices of the Town. They are based on the best practices of municipalities and are a cornerstone of sound financial management. The Town's policy goals are intended to:

- Promote long term financial stability by establishing clear and consistent guidelines;
- Maintain the highest credit and bond ratings possible;
- Provide a comprehensive overview of Town finances;
- Provide a framework for measuring the fiscal impact of government services against established benchmarks and indicators; and
- Review periodically to incorporate new developments

**Long Term Financial Planning**

The Town has adopted policies that support a financial planning and modeling process which assesses, on a multi-year basis, the long-term financial implications of current and proposed operating and capital budgets, budget policies and revenue forecasts. The long term financial plan informs both policy and operational awareness of existing or potential problems and allows for timely corrective measures.

The Town will develop and maintain a multi-year financial forecasting model, including projections of all revenues and expenditures for both operating costs and capital improvements. As part of the forecasting and review process, management will annually reassess the model's baseline assumptions. Elements of this assessment will include:

- A review of each major revenue source with respect to expected trends including potential sources of onetime revenues;
- The status of Payments in Lieu of Taxes (PILOT) agreements and their impact on the Town's finances;
- The identification of significant expenditure categories including analysis and evaluation of any unfunded future liabilities;
- An assessment of the Town's debt position and its projected borrowing capacity;

- A review of the long term capital plan and the early identification of large scale projects;
- A review of trends in the value of the Town's property and other socio-economic indicators; and
- An historic overview of fiscal trends.

### **Capital Improvement Program**

Braintree shall maintain a five-year Capital Improvement Program developed and annually updated by the Mayor. In accordance with the Town Charter, the Mayor shall present a capital plan annually to the Town Council for their approval that includes expenditures for new construction, improvements or renovations of existing Town buildings and infrastructure and for major purchases of equipment.

The Town shall fund capital projects, whenever appropriate, with available funds such as free cash, water and sewer revenue, Enterprise fund retained earnings and bond issues as allowed by State statute primarily Massachusetts General Law Chapter 44 s7+ s8 and with Community Preservation funds.

Capital projects will be prioritized with priority given to maintaining overall standards of safety, functionality and to protecting existing capital investments in infrastructure while incurring the lowest life-cycle cost.

It shall be the goal of the Town to get to an annual allocation of five (5) percent of the annual operating budget to its capital improvement plan. It is acknowledged that at the time of the adoption of this policy the town allocates approximately 3.9 percent of its most recent annual budget to capital improvements. The percentage will be gradually increased annually to meet the goal.

**TOWN WIDE**

Building Capital Stabilization Fund 1,000,000

The Town voted in December to establish a Building Capital Stabilization Fund at established under MGL Chapter 40 § 5B The purpose of the fund is to assist in paying for construction, additions and renovation costs of public buildings or debt service associated with the improvements to public buildings. The council established the fund with \$1,000,000 from Free Cash. We plan to increase the fund from the following sources, a portion of the new local option meals tax and the sale of surplus town property.

The intent of the fund is to pay for construction, additions and renovations costs of public buildings or debt service associated with the improvements for construction, additions and renovations of public buildings.

**TOWN CLERK**

0

A number of projects remain ongoing and no capital is recommended this year

**PLANNING AND DEVELOPMENT**

Plotter 12,000

The PCD & Engineering division work closely on a daily basis with Geographic Information System (GIS); copying of plans for general public; access to Assessor maps & plots. In addition, the Town had a number of historical plans and maps scanned into an access data base that are used daily from the Town’s main server and at different times need to be printed for projects and programs. Currently use the engineering department plotter however due to the projected relocation of both departments to be in two different locations we will be unable to continue joint use.

Comprehensive Zoning 175,000

This is a three program requiring the use of an outside consultant to analyze the existing zoning code and map to re-write – extensive public participation program. The purpose of the zoning rewrite project is to develop a clear and user friendly ordinance that is consistent with present-day plans and policies.

**POLICE**

Evidence Room /Archives Storage Renovations 32,000

Due to space constraints, we are proposing to install a modular storage system in the current evidence/ property room at the Police Department. We are also proposing to purchase trailers for police archived records.

Electrical Service 24,000

We are seeking continued upgrading and replacement of electrical panels at the police department, as well as parking lot/ building lighting improvements at the police station.

2014 Ford Police Interceptor Utility Marked Cruisers 170,000

Our preferred schedule for replacing front line marked cruisers is 4 one year and 3 the next and so on. This allows us to maintain our current fleet of 7 front line cars.

1- 2014 Unmarked Police Unmarked Cruiser 32,500

We are requesting to replace unmarked cruisers on a regular basis

1-2014 Harley Davidson Motorcycle 21,000

We are requesting to replace our motorcycles on a regular basis

Satellite Receiver Highlands section 9,975

To install a receiver in the Highlands section of town to improve police communications

**FIRE**

Replace Oil Burner @ Headquarters 25,000

The oil burner at Headquarters needs to be replaced because it is more than 25 years old and has required frequent maintenance.

Flashlights 11,800

The flashlights need to be replaced for the safety of the Firefighters. Some of the ones we currently own are broken or damaged.

C-5 (Ford Explorer) 40,000

The Ford Explorer is 13 years old and repairs are getting costly and too frequent.

### **MUNICIPAL LICENSE AND INSPECTION**

Permit Software Program 50,000

The purpose of the capital request for a Permit Software Program is to improve efficiency and reduce costs by establishing an on-line permitting and inspection program through the Building Division. An on-line system will improve customer service by making permit applications available 24/7 through any internet access, and also allow regular users to avoid redundancies in providing information. Internally, the system will improve the individual efficiency of town staff, as well as the coordination of efforts between town departments.

### **SCHOOL**

Braintree High bathroom renovations 90,000

Braintree High School has over 50 toilet locations, many of these bathrooms have never been renovated since it's construction in 1972. With 90,000 we will begin renovating some of these bathrooms with new wall tile, floor tile, and fixtures

Braintree High School Dance studio 20,000

The proposed Braintree High Dance Studio will be located in the gymnastics room and used by the boys' and girls' cheer, dance, and gymnastics teams. A mirrored wall, with a protective cover, is common in high school dance studios so as to improve the performance and spacing techniques necessary in these sports.

Braintree High Refurbish boys locker room 100,000

The five team rooms, located in the boys' and girls' locker rooms, need refurbishing and new oversized lockers to be installed to store school equipment and personal belongings.

East Cafeteria table replacement 15,000  
Fifteen round folding cafeteria tables are needed at East Middle School to replace original cafeteria tables. Each table seats 10 students.

Flaherty Door replacement 20,000  
Flaherty School needs 5 exterior double doors replaced complete with door closing hardware. This door replacement is to enhance school security.

Highlands Door replacement 20,000  
Highlands School needs 5 exterior double doors replaced complete with door closing hardware. This door replacement is to enhance school security.

Hollis Door replacement 20,000  
Hollis School needs 5 exterior double doors replaced complete with door closing hardware. This door replacement is to enhance school security.

Highlands Cafeteria floor tile replacement 30,000  
The Highlands cafeteria floor is in significant disrepair with the original tiles separating from the floor below. These funds would be used to properly remove and replace these tiles following hazardous materials regulations.

Highlands Cafeteria ceiling replacement 20,000  
The Highlands cafeteria ceiling is in significant disrepair. The ceiling, grid, and lighting need replacement.

Morrison Door system near gymnasium 20,000  
At the lower level of the Morrison School, near the gymnasium, the steel window wall which includes 2 doors has failed. A new window wall will be needed, as well as, concrete work to prevent water infiltration from damaging the new window wall system and doors.

South Auditorium refurbish 100,000  
Together with the South PTO, the plan is to repaint and re-light the South auditorium. Additionally, the seats will be removed, floor tile will be removed, carpeting will be installed, and the seats will then be reinstalled.

System Wide Replace 1995 Chevrolet Van 25,000  
The 1995 Chevrolet van, which was donated by BELD, has over 123,000 miles. This van is needed by our maintenance staff to service equipment, transfer food, and rotate book/science kits between all of our schools.

**DPW**

100 Roads Project 3 BOND FY 2015  
ALLOCATION 1,700,000  
Reconstruction, milling and overlay of streets scheduled for July 1, 2014 construction season from bonding.

100 Roads Project 3 CHAPTER 90 1,000,000  
Reconstruction, milling and overlay of streets scheduled for July 1, 2014 construction season from state reimbursable chapter 90 program.

Pool electric vehicles 110,000  
Use of pool vehicles will provide Facilities Division craftsmen and inspectors accessibility getting around to municipal buildings and inspections.

Daugherty Gym locker room improvements 50,000  
Upgrade men's and ladies shower facilities with new plumbing fixtures, lockers and lighting. Hardware is old and deteriorating. Use of building will be used as an emergency shelter, relocating Braintree Emergency Management Agency.

Daugherty Gym replace ceiling , windows BEMA 300,000  
Town is in process of making building accessible for Emergency Shelter purposes. Removal and replacement of old ceiling (asbestos) and windows. Windows are not energy efficient.

Truck utility 50,000  
To be used by Facilities Director and staff for transporting supplies and carrying tools from building to building.

Golf course underground storage tank replacement 80,000  
Golf Division needs to replace a 32 year old underground storage tank with an above ground tank. In accordance with regulations, we have two years before it must be removed.

4 X4 Pick-up w/ tailgate and plow 48,000  
To replace Cemetery and Grounds Maintenance vehicle of 13 years that is in very poor condition and shall be junked.

Cemetery roads 100,000  
Effort to maintain town owned property. Road conditions are beyond repairs. Current conditions make it not passable.

Small 6 - Wheel Truck w/ dump body and plow 65,000  
This is for use by Cemetery and Grounds Maintenance. Current truck is 15 years and has been junked.

Build New mechanic bay to centralize all mechanics  
in same building 44,000  
This is for use by Cemetery and Grounds Maintenance. Current truck is 15 years and has been junked.

Sign Making Machine 40,000  
A purchase would give us a cost savings allowing signs to be made in-house.

Mini Excavator w/ trailer 140,000

This will replace the existing 2002 equipment which has been taken out of service.

5-7 Ton Dump Truck w/ plow and sander 175,000  
This will replace a deteriorating 1998 International front line vehicle with salt spreader.

Belly Scraper 15,000  
An instrumental piece of equipment, this equipment scrapes hard packed ice conditions. It will be installed on an existing front line truck.

550 Rack Truck w/ plow sign division 80,000  
Replaces aging equipment in poor condition and is no longer used for plowing.

Replacement of playground equipment at Town parks and playgrounds 25,000  
Currently, there is not funding or an inventory of replacement parts for existing equipment. There is equipment in need of replacing or repairing.

Replacement of swim platforms at Sunset Lake (4) 40,000  
The current platforms are made of wood and have become unsafe and unreliable, requiring replacement of hardware often. Propose replacing with polyethylene, a durable, weather resistant and safe structure.

Playground Equipment and Rehabilitation Project first 1/2 150,000  
Based on an inspection of fifteen (15) playgrounds, the Recreation Division would begin addressing removal of aging equipment no longer safe in order to meet required standards.

**ELDER AFFAIRS**

Function room carpet 4,500

To replace the carpet old and stained carpet in the main room the result of the high volume of activities at the center. The new carpet will provide a smoother surface that will prevent trips and falls. Further the new carpeting will enhance the appearance of the room making it more attractive for our seniors.

Elder Affairs building addition Study 25,000

Study an addition possible 40 by 64 for an addition of 2,560 square feet to the west side of the Elder Affairs building

**LIBRARY**

Computer Replacement 10,000

The plan is to replace all library computers over a five year schedule. FY 14 we would replace ½ of the staff computers, FY 15 circulation and reference desk computers, FY16 ½ public access computers, FY 17 the other half of public access computers and FY 18 the other ½ of the staff computers.

## **WATER FUND**

Water Distribution System - 100 Roads Prg. (excludes  
Treatment Plant) 3,000,000

Master plan for water services is in conjunction with 100 Rds. Program, maintains and upgrades water quality and avoids breaks, damage and service disruptions. The Debt service will be funded by the Water Enterprise Fund.

Brookside Rd. Pump Station Roof 15,000

Roof is deteriorating with some broken shingles. Roof is not leaking at this time. Recommend repairs this year.

Common St. Pump Station - Upgrade 2 Pumps 50,000

Pump is operating at 65 to 75% due to wear and tear;  
reduces capacity to pump during rainstorm \$25,000 per pump.

Treatment Plant Bldg. Repairs - Window frames,  
exterior doors 50,000

Windows (frames, sills) and doors are rotting. Funds would replace doors with fiberglass doors due to proximity of Reservoir. Deteriorating exterior is driving heating costs to increase.

## **SEWER FUND**

Sewer Investigation and Rehabilitation Program -  
MWRA Financial Assistance 650,000

45% Grant MWRA and 55% 5 year 0% interest rate  
loan

Ongoing investigation and rehabilitation of inflow and infiltration, in accordance with consent order.

**Edward J. Spellman, Jr.**  
**Director of Finance**



**Joseph C. Sullivan**  
**Mayor**

**TOWN OF BRAintree**  
**DEPARTMENT OF MUNICIPAL FINANCE**  
One JFK Memorial Drive, Braintree, MA 02184  
Tel: 781-794-8035 Fax: 781-794-8181

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

Cc: Joseph C. Sullivan, Mayor  
Michael Coughlin, Chief of Staff and Director of Operations

From: Edward Spellman, Director of Municipal Finance

Date: March 27, 2014

RE: Rescind the following amounts that have been authorized to be borrowed, but which are no longer needed for the purposes for which they were initially approved:

The Town issues bonds on an annual basis in the spring of each year around May 1. Attached is a current list of the town authorized and unissued debt. It currently totals just over 12.7 million. We are looking at issuing 6.433 million based on the amounts list in the far right column. On our list of projects we have ten projects whose amounts that have been authorized to be borrowed, but which are no longer needed for the purposes for which they were initially approved. Essentially, the work has been completed and we no longer need the previous authorizations to remain on our books.

These projects noted on the attached list with a ( **R** ) in the column titled rescind completed or unneeded authorization. To clean up the towns authorized and unissued debt schedules for this and future disclosure statements we are requesting that you vote to rescind the following unnecessary bond authorizations. On the next page is the motion to rescind the ten items. A bond authorization requires a 2/3 vote to approval however to rescind these authorizations requires only a simple majority.

**MOTION:**

That the Town of Braintree rescinds the following amounts that have been authorized to be borrowed, but which are no longer needed for the purposes for which they were initially approved:

<u>Unissued Amount</u>	<u>Date of Loan Order Approval</u>	<u>CO /STM</u>	<u>Original Purpose</u>
50,000	10/21/97	A21 STM	Septic Loans Title V Grant money
150,000	5/5/1998	A10 STM	Septic Loans Title V Grant money
433,316	4/29/2009	09-009	South Middle School( MSBA approved )
98,000	3/16/2010	10-019	South Middle School fire protection
31,789	8/17/2010	10-055	BHS MSBA green program
157	9/21/2010	10-060	Water System improvements Azel Road
122,801	12/7/2010	10-076	East Middle School Windows MSBA green program
103,908	12/7/2010	10-076	Hollis School Windows MSBA green program
86,226	12/7/2010	10-076	Morrison School Windows MSBA green program
<u>28,286</u>	12/7/2010	10-076	Highlands School Windows MSBA green program
<u><u>1,104,483</u></u>			

Since the request involve bond authorizations a public hearing is required under section 2-9 of the Town Charter.

Edward J. Spellman, Jr.  
Director of Finance



Joseph C. Sullivan  
Mayor

**TOWN OF BRAintree**  
**DEPARTMENT OF MUNICIPAL FINANCE**  
One JFK Memorial Drive, Braintree, MA 02184  
Tel: 781-794-8035 Fax: 781-794-8181

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

Cc: Joseph C. Sullivan, Mayor  
Michael Coughlin, Chief of Staff and Director of Operations

From: Edward Spellman, Director of Municipal Finance

Date: March 27, 2014

RE: Transfer unexpended funds originally appropriated and borrowed to pay costs of building renovations:

The Town issues bonds on an annual basis in the spring of each year around May 1. Attached is a current list of six projected that have been completed and that no further financial liability remains. These funds will be transfer to the One and Two JFK Memorial Drive (Town Hall and The Old Thayer Public Library) renovation account for which renovations are ongoing.

<u>BOND ISSUE PURPOSE</u>	<u>UNEXPENDED BALANCE</u>
1) School Capital	3,401.00
2) South Middle School	3,874.59
3) Hollis Elementary Green project	7,802.25
4) Morrison Elementary Green project	248.00
5) Highland Elementary Green project	3,289.00
6) High School Gym Green Repair project	8,399.00
	<hr/>
	<u>27,013.84</u>

Attached are six motions to transfer the unexpended funds. Since the request involve bond authorizations a public hearing is required under section 2-9 of the Town Charter.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

1) ORDERED:

Ordered, that in accordance with Chapter 44, Section 20 of the General Laws, the sum of \$3,401 is transferred from unexpended amounts originally appropriated and borrowed to pay costs of School building renovations, which project has been completed and for which no further financial liabilities remain, to pay additional costs of Town Hall renovations.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

2) ORDERED:

Ordered, that in accordance with Chapter 44, Section 20 of the General Laws, the sum of \$3,874.59 is transferred from unexpended amounts originally appropriated and borrowed to pay costs of building renovations, South Middle School which project has been completed and for which no further financial liabilities remain, to pay additional costs of Town Hall renovations.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

3) ORDERED:

Ordered, that in accordance with Chapter 44, Section 20 of the General Laws, the sum of \$7,802.25 is transferred from unexpended amounts originally appropriated and borrowed to pay costs of building renovations, Hollis Elementary School which project has been completed and for which no further financial liabilities remain, to pay additional costs of Town Hall renovations.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

4) ORDERED:

Ordered, that in accordance with Chapter 44, Section 20 of the General Laws, the sum of \$248.00 is transferred from unexpended amounts originally appropriated and borrowed to pay costs of building renovations, Morrison Elementary School which project has been completed and for which no further financial liabilities remain, to pay additional costs of Town Hall renovations.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

5) ORDERED:

Ordered, that in accordance with Chapter 44, Section 20 of the General Laws, the sum of \$3,289.00 is transferred from unexpended amounts originally appropriated and borrowed to pay costs of building renovations, Highlands Elementary School which project has been completed and for which no further financial liabilities remain, to pay additional costs of Town Hall renovations.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

6) ORDERED:

Ordered, that in accordance with Chapter 44, Section 20 of the General Laws, the sum of \$8,399.00 is transferred from unexpended amounts originally appropriated and borrowed to pay costs of building renovations, Braintree High School Gym Roof Replacement which project has been completed and for which no further financial liabilities remain, to pay additional costs of Town Hall renovations.



# Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

Joseph C. Sullivan  
Mayor

781-794-8100

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

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

From: Joseph C. Sullivan, Mayor *JCS*

Date: March 31, 2014

RE: Request for Supplemental Appropriation – Fiscal Year 2014 Capital Plan Water Enterprise

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 MAR 31 PM 3:05

In conjunction with the FY 2014 capital plan we present for your approval the following water sewer enterprise fund capital item to be funded from a transfer from other funds. Detail of the projects can be found in the accompanying 2014 Capital Plan.

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

- 1) Water Department Building Repairs  
MOTION: That the sum of \$15,000 be transferred from the Water Sewer Retained Earnings for the purpose of roof repairs at the Brookside Road pump station.
- 2) Water Department Pump Station Repairs  
MOTION: That the sum of \$50,000 be transferred from the Water Sewer Retained Earnings for the purpose of pump upgrades at the Common Street pump station
- 3) Water Department Building Repairs  
MOTION: That the sum of \$50,000 be transferred from the Water Sewer Retained Earnings for the purpose of building repairs at the Water Treatment Plant.

Since this request involves the appropriation of funds within the fiscal year 2014 budget, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter.



# Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

Joseph C. Sullivan  
Mayor

781-794-8100

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

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

From: Joseph C. Sullivan, Mayor (JCS)

Date: March 31, 2014

RE: Request for Appropriation – Fiscal Year 2014 Water Capital Plan

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 MAR 31 PM 3:05

In conjunction with the FY 2014 budget year we present for your approval the following water capital article is to be funded from issuing bonds. The debt service is to be paid over future years the work and improvements done will benefit rate payers for a number of years. The \$3,000,000 borrowing is for Town-wide water distribution system improvements to improve water quality and fire flows.

Accordingly, your review and approval of the following order is requested.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

ORDERED:

That the Town of Braintree appropriates the sum of Three Million Dollars (\$3,000,000) to pay costs of Town-wide water distribution system improvements, and for the payment of all other costs incidental and related thereto and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said

amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefore.

As this request involves a loan authorization, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter.



# Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

Joseph C. Sullivan  
Mayor

781-794-8100

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

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

From: Joseph C. Sullivan, Mayor (JCS)

Date: March 31, 2014

RE: Request for Supplemental Appropriation – Fiscal Year 2014 Capital Plan

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2014 MAR 31 PM 3: 04

In conjunction with the FY 2014 capital plan we present for your approval the following General Fund Bonding capital article to be funded. Detail of the projects can be found in the accompanying 2014 Capital Plan.

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

## TOWN OF BRAINTREE, MASSACHUSETTS

### IN TOWN COUNCIL

#### ORDERED:

That the Town of Braintree appropriates the sum of Three Million Five Hundred – Sixty-Three Thousand Dollars (\$3,563,000) to pay costs of the following capital projects:

<u>Project</u>	<u>Amount</u>	<u>Authorizing Statute</u>
Roadway Resurfacing	\$1,700,000	Ch. 44, s. 7(6)
Police Building Improvements	\$ 32,000	Ch. 44, s. 7(3A)

Police Building Improvements	\$ 24,000	Ch. 44, s. 7(3A)
School Building Renovations	\$455,000	Ch 44, s 7(3A)
Daugherty Gym Building Repairs	\$ 50,000	Ch. 44, s. 7(3A)
Daugherty Gym Building Repairs	\$300,000	Ch. 44, s. 7(3A)
DPW Underground Tank Replacement	\$ 80,000	Ch. 44, s 7(9)
DPW Cemetery Equip, Truck & Plow	\$113,000	Ch. 44, s 7(9)
DPW Cemetery Roads	\$100,000	Ch. 44, s 7(6)
DPW Building Improvements	\$ 44,000	Ch. 44, s. 7(3A)
DPW Highway Equip. Truck & Plow	\$450,000	Ch. 44, s 7(9)
DPW Recreation Equip. Truck & Plow	\$ 65,000	Ch. 44, s 7(9)
DPW Recreation Playground Equip.	\$150,000	Ch. 44, s 7(9)

and for the payment of all other costs incidental and related thereto; that the amounts indicated above for each project are estimates and that the Mayor may allocate more funds to any one or more of such projects, and less to others, so long as, in the judgment of the Mayor, each of the projects described above can be completed within the total appropriation made by this Order; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to the authorizing statutes described above, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

As this request involves a loan authorization, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter.

## Order 14 020

### Summary of Supplemental Appropriations – FY2014 Capital Plan

#### # 1 - Roadway Resurfacing \$1,700,000

##### 100 Roads Project 3 BOND FY 2015

Reconstruction, milling and overlay of streets scheduled for July 1, 2014 construction season from bonding.

#### # 2 – Police Building Improvements \$ 32,000

##### Evidence Room /Archives Storage Renovations

Due to space constraints, we are proposing to install a modular storage system in the current evidence/ property room at the Police Department. We are also proposing to purchase trailers for police archived records.

#### # 3 – Police Building Improvements \$ 24,000

##### Electrical Service

We are seeking continued upgrading and replacement of electrical panels at the police department, as well as parking lot/ building lighting improvements at the police station.

#### # 4 – School Building Renovations \$ 455,000

##### \$90,000 - Braintree High bathroom renovations

Braintree High School has over 50 toilet locations, many of these bathrooms have never been renovated since it's construction in 1972. With 90,000 we will begin renovating some of these bathrooms with new wall tile, floor tile, and fixtures

##### \$20,000 - Braintree High School Dance studio

The proposed Braintree High Dance Studio will be located in the gymnastics room and used by the boys' and girls' cheer, dance, and gymnastics teams. A mirrored wall, with a protective cover, is common in high school dance studios so as to improve the performance and spacing techniques necessary in these sports.

##### \$100,000 - Braintree High Refurbish boys locker room

The five team rooms, located in the boys' and girls' locker rooms, need refurbishing and new oversized lockers to be installed to store school equipment and personal belongings.

**\$15,000 - East Cafeteria table replacement**

Fifteen round folding cafeteria tables are needed at East Middle School to replace original cafeteria tables. Each table seats 10 students.

**\$20,000 - Flaherty Door replacement**

Flaherty School needs 5 exterior double doors replaced complete with door closing hardware. This door replacement is to enhance school security.

**\$20,000 - Highlands Door replacement**

Highlands School needs 5 exterior double doors replaced complete with door closing hardware. This door replacement is to enhance school security.

**\$20,000 - Hollis Door replacement**

Hollis School needs 5 exterior double doors replaced complete with door closing hardware. This door replacement is to enhance school security.

**\$30,000 - Highlands Cafeteria floor tile replacement**

The Highlands cafeteria floor is in significant disrepair with the original tiles separating from the floor below. These funds would be used to properly remove and replace these tiles following hazardous materials regulations.

**\$20,000 - Highlands Cafeteria ceiling replacement**

The Highlands cafeteria ceiling is in significant disrepair. The ceiling, grid, and lighting need replacement.

**\$20,000 - Morrison Door system near gymnasium**

At the lower level of the Morrison School, near the gymnasium, the steel window wall which includes 2 doors has failed. A new window wall will be needed, as well as, concrete work to prevent water infiltration from damaging the new window wall system and doors.

**\$100,000 South Auditorium refurbish**

Together with the South PTO, the plan is to repaint and re-light the South auditorium. Additionally, the seats will be removed, floor tile will be removed, carpeting will be installed, and the seats will then be reinstalled.

**# 5 – Daugherty Gym Building Repairs** **\$ 50,000**

Daugherty Gym locker room improvements

Upgrade men’s and ladies shower facilities with new plumbing fixtures, lockers and lighting. Hardware is old and deteriorating. Use of building will be used as an emergency shelter, relocating Braintree Emergency Management Agency.

**# 6 – Daugherty Gym Building Repairs** **\$ 300,000**

Daugherty Gym replace ceiling, windows BEMA

Town is in process of making building accessible for Emergency Shelter purposes. Removal and replacement of old ceiling (asbestos) and windows. Windows are not energy efficient.

**# 7 – DPW Underground Tank Replacement** **\$ 80,000**

Golf course underground storage tank replacement

Golf Division needs to replace a 32 year old underground storage tank with an above ground tank. In accordance with regulations, we have two years before it must be removed.

**# 8 – DPW Cemetery Equipment: Truck & Plow** **\$ 113,000**

\$48,000 - 4 X4 Pick-up w/ tailgate and plow

To replace Cemetery and Grounds Maintenance vehicle of 13 years that is in very poor condition and shall be junked.

\$65,000 - Small 6 - Wheel Truck w/ dump body and plow

This is for use by Cemetery and Grounds Maintenance. Current truck is 15 years and has been junked.

**# 9 – DPW Cemetery Roads** **\$ 100,000**

Cemetery roads

Effort to maintain town owned property. Road conditions are beyond repairs. Current conditions make it not passable.

**#10 – DPW Building Improvements \$ 44,000**

**Build New mechanic bay to centralize all mechanics in same building**

This is for use by Cemetery and Grounds Maintenance. Current truck is 15 years and has been junked.

**#11 – DPW Highway Equipment: Truck & Plow \$ 450,000**

**\$40,000 - Sign Making Machine**

A purchase would give us a cost savings allowing signs to be made in-house.

**\$140,000 - Mini Excavator w/ trailer**

This will replace the existing 2002 equipment which has been taken out of service.

**\$175,000 - 5-7 Ton Dump Truck w/ plow and sander**

This will replace a deteriorating 1998 International front line vehicle with salt spreader.

**\$15,000 - Belly Scraper**

An instrumental piece of equipment, this equipment scrapes hard packed ice conditions. It will be installed on an existing front line truck

**\$80,000 - 550 Rack Truck w/ plow sign division**

Replaces aging equipment in poor condition and is no longer used for plowing.

**#12 – DPW Recreation Equipment: Truck & Plow \$ 65,000**

**\$25,000 - Replacement of playground equipment at Town parks and playgrounds**

Currently, there is not funding or an inventory of replacement parts for existing equipment. There is equipment in need of replacing or repairing.

**\$40,000 - Replacement of swim platforms at Sunset Lake (4)**

The current platforms are made of wood and have become unsafe and unreliable, requiring replacement of hardware often. Propose replacing with polyethylene, a durable, weather resistant and safe structure.

**#13 – DPW Recreation Playground Equipment \$ 150,000**

**Playground Equipment and Rehabilitation Project first 1/2**

Based on an inspection of fifteen (15) playgrounds, the Recreation Division would begin addressing removal of aging equipment no longer safe in order to meet required standards.

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

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

From: Joseph C. Sullivan, Mayor

Date: March 31, 2014

RE: Request for Appropriation – Fiscal Year 2014 Capital Plan

In conjunction with the FY 2014 capital plan we present for your approval the following capital items to be funded from transfers from Free cash. Detail of the projects can be found in the accompanying 2014 Capital Plan.

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

- 1) Planning and Community Development Department  
MOTION: That the sum of \$175,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of updating and revision of the current zoning ordinances.
- 2) Planning and Community Development Department  
MOTION: That the sum of \$12,000 be transferred from transferred from Fiscal Year 2013 Certified Free Cash for the purpose of purchasing plotter for the planning and development department.

- 3) Police Department  
MOTION: That the sum of \$170,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of purchasing replacement marked police cruisers.
- 4) Police Department  
MOTION: That the sum of \$32,500 be transferred from Fiscal Year 2013 Certified Free Cash for the purposes of purchasing a replacement unmarked police cruiser.
- 5) Police Department  
MOTION: That the sum of \$21,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purposes of purchasing a replacement motorcycle.
- 6) Police Department  
MOTION: That the sum of \$9,975 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of purchasing a satellite receiver in the Highlands.
- 7) Fire Department  
MOTION: That the sum of \$25,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of replacing the oil burner at fire headquarters.
- 8) Fire Department  
MOTION: That the sum of \$11,800 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of replacing flashlights for the firefighters.
- 9) Fire Department  
MOTION: That the sum of \$40,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of replacing C-5 a Ford Explorer.
- 10) Municipal License and Inspections Department  
MOTION: That the sum of \$50,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of purchasing a permit software program
- 11) School Department  
MOTION: That the sum of \$25,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of replacing a school vehicle.
- 12) Department of Public Works  
MOTION: That the sum of \$110,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of purchasing several pool electric vehicles and chargers.

- 13) Department of Public Works  
MOTION: That the sum of \$50,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of purchasing of a utility truck for the facilities division.
- 14) Department of Elder Affairs  
MOTION: That the sum of \$4,500 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of replacing the Function Room carpet.
- 15) Department of Elder Affairs  
MOTION: That the sum of \$25,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of studying the feasibility of an additional at the Elder Affairs building.
- 16) Library Department  
MOTION: That the sum of \$10,000 be transferred from Fiscal Year 2013 Certified Free Cash for the purpose of replacing computers at the library.

Since this request involves the appropriation of funds within the fiscal year 2014 budget, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter.



**TOWN OF BRAintree**  
**OFFICE OF THE TOWN SOLICITOR**

One JFK Memorial Drive  
Braintree, Massachusetts 02184  
Tel: 781-794-8153

Peter J. Morin  
Town Solicitor

Joseph C. Sullivan  
Mayor

RECEIVED TOWN CLERK  
BRAintree, MA  
2014 APR -4 AM 9:46

TO: Thomas M. Bowes, Council President  
FROM: Joseph C. Sullivan, Mayor *JCS*  
CC: Peter J. Morin, Town Solicitor  
Michael T. Coughlin, Chief of Staff  
Edward J. Spellman, Director of Municipal Finance  
RE: LEASE OF LAND—WIRELESS COMMUNICATIONS FACILITY  
DATE: April 3, 2014

The Town currently leases a 1600 SF parcel of land off River Street, adjacent to East Middle School, to Crown Castle Atlantic, LLC for the operation of a wireless telecommunications facility. The Town is paid a base rent for the land as well as a portion of the rent paid by wireless carriers to Crown Castle. Payments to the Town by the Lessee have increased every year during the term of the lease. In calendar year 2013, payments amounted to \$93,866.83.

This lease is set to expire on June 30, 2014. Our research indicates that the Town is more likely to obtain favorable terms with a lease term longer than ten years. I am requesting that the Council authorize a ten-year lease with an option to renew for two additional five-year terms, upon mutual agreement by the Town and the Lessee.

Attached please find a suggested Motion, as well as a copy of the RFP released by the Town on March 31, 2014.

Please do not hesitate to contact me with any questions or concerns that you may have.

MOVED THAT:

THE COUNCIL VOTE TO ALLOW THE LEASE OF A PARCEL OF LAND LOCATED ADJACENT TO THE MAINTENANCE BUILDING AT EAST MIDDLE SCHOOL, SHOWN ON A PLAN ENTITLED "SITE PLAN"---BRAintree, MA" DATED AUGUST 23, 1984 DRAWN BY HAYWARD, BOYNTON, AND WILLIAMS, INC. CONTAINING 1600 SQUARE FEET, FOR THE PURPOSE OF OPERATING OR INSTALLING AND OPERATING A WIRELESS TELECOMMUNICATIONS FACILITY, UNDER TERMS AND CONDITIONS DEEMED FAVORABLE TO THE TOWN BY THE MAYOR, FOR A TERM OF UP TO TEN YEARS, WITH AN OPTION TO RENEW FOR TWO ADDITIONAL FIVE YEAR PERIODS.

**RFP ISSUED: March 31, 2014**



Joseph C. Sullivan, Mayor

**Disposition of Real Property via Lease  
Request for Proposals**

**Wireless Communications Tower  
River Street, Braintree**

**Due: May 5, 2014 at 12:00 PM**

**Awarding Authority:**

Mayor of Braintree, with the advice and counsel of the Chief Procurement Officer and Chief of Staff and Operations.

**Contact:**

**Barbara Mello, Contract Administrator  
One JFK Memorial Drive  
Braintree, MA 02184  
(781) 794-8145  
[bmello@braintreema.gov](mailto:bmello@braintreema.gov)**

**TABLE OF CONTENTS**

	Page Number
I INTRODUCTION	3
II. PROJECT DESCRIPTION	3
III. KEY DATES FOR PROPOSAL	8
IV. PROPOSAL INSTRUCTIONS	9
V. REQUIRED CONTENTS OF PROPOSAL	12
VI. SELECTION PROCESS	14

**APPENDICES & EXHIBITS**

- APPENDIX A---Cover Sheet
- APPENDIX B---Price Proposal Form
- APPENDIX C---Price Proposal Form #2 (Additional 5' x 10' lease option)
- APPENDIX D---Certificate of Authorization
- APPENDIX E---Certification of Non-Collusion
- APPENDIX F---Certification of Tax Compliance
- APPENDIX G---Legal advertisement
- APPENDIX H---Disclosure of Beneficial Interest
- APPENDIX I---Sample Lease Agreement
- APPENDIX J---Sample Notice of Lease
  
- EXHIBIT 1---Site Plan
- EXHIBIT 2---Current Lease
- EXHIBIT 3---Access Easement
- EXHIBIT 4---Site Plan, Showing Additional Lease Area (Alternate #1)

## **SECTION I. INTRODUCTION**

The Chief Procurement Officer for the Town of Braintree, at the direction of the Mayor, is soliciting proposals from interested parties to lease a parcel of property containing 1,600 square feet situated on Town of Braintree property for the purpose of operating, or installing and operating, a wireless communications tower, equipment building, and related apparatus. The property is proximal to the Braintree Schools Building & Grounds Department Building located at the East Middle School on 300 River Street, as shown in Exhibit 1. The site is a portion of Parcel #2009-0-14. The site is leased together with an easement for the purposes of ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and an easement for the installation, maintenance, repair, and replacement of utility wires, cables, conduits and pipes over, under or along a twenty-foot wide right of way extending from the nearest public right of way, namely River Street, to the premises.

It is the intent of the Town that the Tower site shall include, but is not limited to, a 130-foot, above ground-level tower structure and foundation; below and above ground utility lines; HVAC equipment, a storage or equipment shelter building; electronic equipment; security devices; backup power generator, and supporting equipment and structures thereto.

The Town seeks to enter into a lease agreement with the successful responder beginning July 1, 2014, such lease to be substantially in the form described in Appendix I. The Lease shall be for an initial term of ten (10) years, with a provision for extensions of up to two (2) additional terms of five (5) years each. At the conclusion of the lease, the tower may become the property of the Town of Braintree at which time the Town will renegotiate the lease at its discretion.

The Town reserves the right in its sole and absolute discretion, to reject any or all proposals, and to accept the proposal deemed to be in the best interest of the Town.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts for sale or all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

## **SECTION II: PROJECT DESCRIPTION**

The successful respondent will be expected to install, manage, and maintain or to manage and maintain a wireless telecommunications tower with multiple carriers on the site.

- A) Existing Equipment: The property is currently under lease with Crown Castle Atlantic, LLC, and they are on the final year of a 10-year lease which will conclude on June 30, 2014. There is currently a wireless communications facility located at the site that is the personal property

**RFP ISSUED: March 31, 2014**

of Crown Castle Atlantic, LLC. Attached is *Exhibit 2*, the Lease Agreement between Crown Castle Atlantic, LLC and the Town of Braintree. Proposers should review the lease agreement with particular attention to Section 8, "Termination".

- B) Ownership of Tower and Related Equipment: For the duration of the Lease, the wireless tower and related structures shall be considered the personal property of the Lessor. At the Town's option when the Lease is terminated and upon the Town's advance written notice to the Tenant, the Tenant will leave the wireless communications tower, building(s), foundation and security fence to become the property of the Lessor.
- C) Site Adequacy: The Town makes no representations of any kind with respect to the site, its adequacy to support the equipment or its appropriateness for the intended use. Proposers will be permitted to inspect Town records relating to the site and will have access to the site to make inspections, perform engineering surveys and tests at their own expense and with the prior approval of the Town (see Section IV(D), "Site Visit"), and otherwise to assure themselves that the site will be suitable for the proposed use.
- D) Visual Impact: The tower shall not increase the visual impact to the community above and beyond what is presently on the site. A reduced visual impact is considered desirable.
- E) Building Permits: The successful respondent will be responsible for obtaining all necessary building permits and zoning approvals.
- F) Multiple Carriers: It is the Town's intention to minimize the number of telecommunication towers as much as possible. Therefore, proposals demonstrating agreements for multiple carriers are considered desirable. The permission of the Mayor will be required in order to add or change carriers after the execution of the lease. Any physical alteration of the structure (including but not limited to adding or changing carriers) will require a building permit and zoning board approval.
- G) Insurance: The successful proposer must maintain insurance coverage in the following amounts. Within 10 days of the Notice of Award, a Certificate of Insurance must be supplied to the Town. Lessee is required by this agreement to name the Town of Braintree as an Additional Insured where indicated, and this shall be shown on the Certificate of Insurance. Further, Lessee is required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.
  - 1. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. Town to be named as Additional Insured;
  - 2. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident. Town to be named as Additional Insured;

3. Property Coverage in an amount sufficient to cover the materials, supplies, and tower. Town to be named as Additional Insured.
4. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate. Town to be named as Additional Insured; and
5. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Proposer to be awarded the Lease. The types of insurance and coverage limits stated herein are not intended in any way to limit the Lessee's liability for any damages arising from the Lessee's performance of services under the Lease.

Thirty days prior to each annual anniversary of the Lease commencement date, an updated Certificate of Insurance shall be provided to the Town, c/o the Contract Administrator.

The Lessee is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Lessee shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Proposer shall provide the Town of Braintree with a new certificate of insurance coverage.

H) Waiver of Subrogation: A waiver of subrogation will not be permitted.

I) Hazardous Substances: Proposer must represent and warrant that the use of the property outlined in the lease agreement will not generate any hazardous substance, and that the successful responder will not store or dispose on any property of the Town of Braintree, nor transport to or over the roads of the Town of Braintree any hazardous substance. Responder further agrees to hold the Town of Braintree harmless from and indemnify the Town of Braintree against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorney's fees, costs, and penalties incurred as a result thereof except any release caused by the negligence of the Town of Braintree, its employees or agents. "Hazardous Substance" shall be defined as any substance, or other similar term, used by any federal, state, or local environmental law, regulations, or rule presently in effect or promulgated in the future, or as amended.

J) Interference: Responder must certify that the installation of any equipment, including that of co-locating carriers, and its use will not cause measurable interference, as defined by the Federal Communications Commission, to the present or future radio and/or telecommunications operations of the Town of Braintree and any of its municipal departments or any of the residents of the Town of Braintree. Responder must certify that operation of its equipment or that of any co-locating carrier will not interfere with any commercial, school, government, or residential use of public radio and television reception and if it is found that measurable interference does exist responder must correct and eliminate said interference within 30 days after notice from the Town. The responder agrees to provide filters, boosters, or any other technology to eliminate any interference

***RFP ISSUED: March 31, 2014***

generated. Such equipment may be installed at the tower site itself or at the home, business, or government office experiencing the interference. Any such technology, if required to reduce interference, will be installed and paid for at no expense to the residential, school, government, or commercial property owner.

K) Abandonment: The responder must agree in the lease document that if any antennae on the tower site, or the tower itself is not operated for a continuous period of twelve (12) months, it shall be considered to be abandoned. At the Town's discretion, the responder shall remove any personal property and equipment installed at the site, and any other structures erected at the site, including utility connections, and shall restore the area to its pre-existing condition. If after a tower has been deemed to be abandoned the Town may, at its option, require the responder to transfer ownership of said property, building, and structures, to the Town for the sum of (\$1.00). Within 30 days after substantial completion of tower construction (or prior to Lease execution if the current tower is used) the Lessee must post sufficient bond to cover the estimated costs of demolition and removal of the structure, building, and equipment should the tower be abandoned for the aforementioned period of 12 months and the Town have no further use for the structure, building and equipment. The minimum amount of this bond shall be \$85,000. The bond must be from a company authorized to provide such bonds in the Commonwealth of Massachusetts. This bond shall be renewed every year, and copy provided to the Contract Administrator. At the conclusion of the lease, the tower may become the property of the Town of Braintree, at the option of the Town, at which time the Town will renegotiate the lease at its discretion.

L) Tower Structural Requirements: The responder certifies that any new tower be designed and certified by an engineer to be structurally sound in accordance with wireless communication industry standards. A certification report shall be delivered to the Director of Inspectional Services, with a copy to the Contract Administrator, thirty (30) days after completion of construction. For a new or existing tower, at the Town's request, and the Lessee's expense, the Town may require an annual certification by a structural engineer. Notice of this requirement will be made by certified mail. The successful responder to this RFP, once notified of the Town's request for structural certification will have 30 days to comply with said request. If the successful responder fails to submit the required certification, the Town's Building Inspector may condemn said tower and all use of the facility must cease immediately until the proper certification is received by the Town. If a structural engineer, after inspection, certifies the Tower is not structurally sound the successful responder shall make whatever repairs are necessary to bring the tower into compliance or remove and dismantle said tower as though it was abandoned.

M) Marking and Lighting: The Lessee shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration (FAA). It is the Town's desire that the tower be unlighted so as not to detract from the aesthetics of the area. If lighting is required by the FAA, it shall be the minimum required. Any security

lighting shall operate on a motion sensor and only be illuminated if a vehicle or person approaches the site.

- N) Maintenance: The Lessee shall, at its own expense, maintain the site and any equipment on or attached to the site in a safe condition, in good repair, and in a manner suitable to the Town. Maintenance of the site shall include but not be limited to painting as needed, repairs or replacement or fencing, and other security and screening devices, including screening vegetation. Successful responder shall keep the site free of debris and anything of a dangerous, noxious, or offensive nature.
- O) Site Access---Lessee: The site is leased together with an easement for the purposes of ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and an easement for the installation, maintenance, repair, and replacement of utility wires, cables, conduits and pipes over, under or along a twenty-foot wide right of way extending from the nearest public right of way, namely River Street, to the premises.
- P) Site Access—Lessor: The Town shall have a right of access to the Facility at all times, to inspect the Facility, to take necessary actions to protect the property or persons in the Town, to enforce the terms of the lease agreement, or for any other purpose. Except in cases of emergency, the Town will give the Lessee at least twenty-four (24) hour notice of any request for access to the Facility.
- Q) Payments:
1. Rent: Rental payments shall be made annually. The first payment shall be due upon execution of the lease. Subsequent payments shall be due prior to July 1<sup>st</sup> of each year, beginning with 2015 and ending with 2023. Lease payments shall be automatically adjusted upward each year by the percentage indicated on the Price Proposal (See Appendix B).
  2. Location Payments: In the Price Proposal, the Proposer shall propose an amount to be known as a "Location Payment". No later than fifteen days after the conclusion of each month of the lease, the Lessee shall make a Location Payment for each antenna/antenna array for a wireless carrier that was affixed to the cell tower for any portion of the preceding month. This payment shall be made to the Town by the Lessee regardless of whether or not the carrier is affiliated with the Lessee. If any antenna/antenna array measures more than ten (10) feet in height, a separate Location Payment shall be made for every (10) foot segment or portion thereof, which is occupied by that carrier. The value assigned to each Location Payment shall be adjusted upward each year by the percentage indicated on the Price Proposal. Location Payments and Rental Payments shall not be combined in one check.

**RFP ISSUED: March 31, 2014**

Failure to remit Rent and/or Location Payments on time for two or more consecutive months shall be deemed a material breach and default and the Town may immediately terminate the lease.

NOTE: Alternate payment schemes will be considered by the Town. They shall be evaluated for their potential financial benefit to the Town and for the ease with which the payments can be computed and monitored.

- R) Term of Lease: The lease shall be for ten years, commencing July 1, 2014. There shall be an option, upon mutual agreement by the Town and Lessee, to extend the lease for up to two additional five (5) year terms.
- S) Taxes: Tenant shall pay, in addition to Rent and Location Payments, any and all real estate and personal property taxes levied against the leased property and the facilities, equipment and building. Wireless carriers shall be assessed for personal property taxes for antennas/antenna arrays. Said taxes shall be assessed under the provisions of M.G.L. Chapter 59, Section 2B.
- T) Assignment: The Lessee shall not assign the contract or lease, nor assign monies due under the lease agreement without the previous written consent of the Town. Bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership of the Lessee's organization, or assignment for the benefit of creditors shall, at the elections of the Town fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the contract and lease agreement.
- U) Governed by Law: The Proposer's attention is directed to the fact that all applicable federal, state, and municipal laws, codes and ordinances shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full.
- V) Alternate #1: Pending local approvals, there will be an option to lease an additional 50 square feet, as shown on Exhibit 4.

**SECTION III. KEY DATES FOR THIS PROPOSAL**

**Key dates for this Proposal**

- March 31, 2014      First Advertisement in Patriot Ledger
- April 2, 2014      Advertise in Central Register (Note: Central Register advertising is optional, due to the size of the parcel --- less than 2,500 SF)

**RFP ISSUED: March 31, 2014**

April 7, 2014	Second Advertisement in Patriot Ledger
April 23, 2014	Last day for questions to Contract Administrator
April 28, 2014	Last day Addenda will be issued
May 5, 2014	Proposals Due in Contracts Administrator's Office, no later than 12:00pm Public Opening to take place at that time.
May 26, 2014	Expected Date for Notice of Award

## **SECTION IV. PROPOSAL INSTRUCTIONS**

### **A. MINIMUM QUALIFICATIONS**

Applicants must be wireless telecommunications providers licensed by the Federal Communications Commission, or cell tower facility developers with five or more years of experience installing and/or operating cell tower facilities in Massachusetts.

### **B. TIME AND PLACE FOR SUBMISSION**

Time and Place of Submission: Proposals are to be submitted by mail or in person to Ms. Barbara Mello, Contract Administrator, One JFK Memorial Drive, Braintree, MA 02184 until **12:00 pm on May 5, 2014**, at which time proposals will be opened publicly. Postmarks will not be considered. E-mail submissions will not be accepted. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, Town Hall is closed due to uncontrolled events, proposals will be accepted until 2:00 p.m. on the next day that Town Hall is open. For the purposes of determining whether a proposer has met the deadline, the clock in the office of the Contract Administrator shall indicate the official time. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the proposer if so desired.

Each proposer must submit one sealed proposal package, marked with the proposer's name and address, and "Wireless Communications Tower Land Lease". One original and three (3) copies must be in the package.

Price, and all other information, is to be submitted in the same package.

Modifications/Withdrawals of Proposals: Proposers may correct, modify or withdraw the original proposals on or before the due date and time as stated in the "Legal

Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor, and received in the Contract Administrator's office prior to the due date and time. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing (e-mail withdrawals not recognized), and such request must be received in the Contract Administrator's office prior to the due date and time.

### **C. GENERAL INSTRUCTIONS**

1. Massachusetts General Laws: Attention of all proposers is directed to Chapter 30B Section 16 of the General Laws of the Commonwealth of Massachusetts governing transactions involving real property and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. Real Property Transactions: The Proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over real property transactions shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
3. Reservation of Right: The Town of Braintree may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the Town. The Chief Procurement Officer reserves the right to reject any or all proposals after determining if each response is responsive and responsible.
4. Proposal Remains Valid: It is understood that the Proposer's offer to the Town of Braintree will remain valid for 90 days past the submission deadline.
5. Non-Collusion: It is understood that the Proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix D).
6. Cost of Proposal: All costs involved in preparing the Proposal will be borne by the Proposer. The Town or any Department, Division, employee or section of the Town will not be liable for any costs associated with the creation of the Proposal.
7. Public Records: All proposal documents become public at the time of opening. Copies may be obtained via written request to the Contract Administrator.
8. Incomplete or Conditional Proposals: Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable

him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.

9. Prevailing Wages: In the case of a lease, where the Town retains ownership of the land, the vendor should be aware that proposals may be subject to minimum wage rates as required by M.G.L., chapter 149. *(Not applicable to this RFP. Leave in for template purposes.)*
10. Disclosure of Beneficial Interests in Real Property: The Proposer must also sign the Disclosure of Beneficial Interests in Real Property Transaction form (Appendix H) included with this packet. This form is required by State Law.
11. Bid Deposit: All proposers will be required to include a bid deposit of \$5,000.00 with their proposal, said deposit to be in the form of a certified check or bond. If the security is in the form of a bond, bond must be issued by a company licensed to provide such bonds in the Commonwealth of Massachusetts.

The bid deposit of responders, with the exception of the successful responder, shall be returned within ten (10) working days after the opening of responses.

Within (10) working days after the Notice of Award, should the successful responder fail to 1) execute the lease; or 2) furnish the Performance Bond as described in Section II(K); or 3) furnish the Certificates of Insurance and Endorsement Pages as described in Section II(G), the Town may, at its option, determine the responder has abandoned the lease and thereupon the response acceptance shall be null and void. The security accompanying the response shall be retained and collected by the Town as liquidated damages for the delay and expense caused by the abandonment of the contract.

In the event that the successful responder intends to install a new cell tower, the bid deposit will be retained until the commencement of construction. If the successful proposer fails to apply for all the permits necessary to construct or install its facilities within three (3) months after the execution of the lease, or fails to proceed to construct the Facility within three (3) months after obtaining such permits, the deposit shall be forfeited.

#### **D. SITE VISIT**

Any firm who meets the minimum qualifications as set out in Section IV (A) may visit and/or conduct testing of this site by appointment. Please contact Barbara Mello, Contract Administrator, at (781) 794-8145 no later than ten days prior to the due date to arrange an appointment.

**E. QUESTIONS AND CLARIFICATIONS**

Questions requiring clarification shall be submitted in writing to the Contract Administrator's Office prior to the date indicated in Section III (Key Dates for Proposal) in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Questions should not be directed to any other person. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. See next section (ADDENDA).

**F. ADDENDA**

It is intended, but not guaranteed, that any addenda to the RFP shall be mailed or otherwise provided by the Town to all parties to whom RFP's have been issued. All Respondents shall provide the Town with an email address to which any addenda can be sent. All Respondents are cautioned to verify the number of addenda that have been issued and to secure any needed copies from the Town. Furthermore, all Respondents are strongly encouraged, prior to submitting a proposal, to ask the Contract Administrator whether any addenda were issued. Failure to receive and obtain such addenda shall in no way relieve any Respondent from compliance with the provisions of all addenda.

**G. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within 30 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless both parties agree to extend the period of time in which the proposal is valid.

**SECTION V. REQUIRED CONTENTS OF PROPOSAL**

1. Cover Sheet (See Appendix A)
2. Bid Deposit in the amount of \$5,000.00. Said security shall be in the form of a certified check or bid bond. Bonds must be from a company authorized to provide such bonds in the Commonwealth of Massachusetts. See Section III (C) (11).
3. A description of the general skills and nature of operation of the respondent, the number of years the respondent has been in operation and the number of years the respondent has been in operation in Massachusetts.
4. If a joint venture is proposed, the above information for all the parties to the joint venture and the role of each party in the joint venture. If the application is submitted by an agent, the identification of and statement of authority to act on behalf of the principal.

5. Proposal shall include an audited financial statement for the most recent fiscal year. If the current year is more than half over, an updated financial statement shall be provided in addition to the most recent audited financial statement.
6. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned closures, impending merger) that may affect Proposer's ability to perform contractually.
7. The name, address, telephone number, and e-mail address of the person(s) who will be responsible for construction of the facility (hereafter called the "project manager" and who is able to answer questions concerning construction aspects of the proposed facility).
8. The name, address, telephone number, and e-mail address of the person(s) who will be responsible for the operation of the facility (hereafter called the "technical manager" and who is able to answer questions concerning the operation of the proposed facility).
9. A list of wireless communication facilities constructed on public property by the responder in Massachusetts in the past ten years, including name, location, and construction dates. This list shall identify current reference contacts for each cited project, including name, address, telephone, and e-mail address.
10. A list of all current lease relationships with Massachusetts municipalities and the Commonwealth of Massachusetts or any of their sub-entities for wireless communication facilities, including location. This list shall identify current reference contacts for each cited location, including name, address, telephone, and e-mail address.
11. A list of any litigation involving the proposer concerning the location or use of a wireless communication facility in Massachusetts over the last three years, giving the names of the parties, the court and case number, and the outcome of such litigation.
12. Construction Plans:
  - A) Site plan showing the design of the facilities to be installed, and of any structures to be erected on the adjacent land, identifying the exact footprint for such structures.
  - B) Elevations of all buildings and structures. Plans, photographs, and computer renderings of how the site will be seen from various locations, and photographs of similar facilities shall be provided.
  - C) List and description of equipment to be installed. (Note: Detailed specifications of proprietary equipment are not required).
13. Landscape plans and security structures proposed.
14. Maintenance Plan.
15. Copy of FCC license, if applicable.
16. Plan for working with property abutters.
17. A description of any Community Benefits planned by the Proposer for the Town of Braintree.
18. A list of any proceedings by the federal, state, or local government, or any officer, commission, board or instrumentality of such government, to revoke any license or permit or to impose fines or penalties relating to the location or operation of wireless communication facilities owned or operated by the Proposer.
19. List of any proposed wireless communication carriers who would locate antennas/antenna arrays on the cell tower. Include company name, and contact person name, address, telephone number and e-mail address. Include copies of any agreements made with proposed carriers.

**RFP ISSUED: March 31, 2014**

20. Price Proposal (See Appendix B).
21. Price Proposal #2 (See Appendix C).
22. Certificate of Authorization (See Appendix D).
23. Certificate of Non-Collusion (See Appendix E).
24. Certificate of Tax Compliance (See Appendix F).
25. Disclosure of Beneficial Interest (See Appendix H).
26. Acknowledgement of Addenda, if applicable.

## **SECTION VI. SELECTION PROCESS**

All proposals will be reviewed by the Chief Procurement Officer and by the Chief of Staff and Operations. A recommendation will be made to the Mayor to accept the proposal which is in the best interest of the Town. The consideration of all proposals and subsequent selection of a successful proposer shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the following criteria (not necessarily in order):

(see next page)

Criteria	Highly Advantageous	Advantageous	Non-Advantageous
<b>Qualifications of Respondent</b>	Respondent has 15 or more years of experience in Massachusetts with the installation and/or management of cell towers on municipal land.	Respondent has 7 or more years of experience in Massachusetts with the installation and/or management of cell towers on municipal land.	Respondent has less than 7 years of experience in Massachusetts with the installation and/or management of cell towers on municipal land.
<b>Three References of Respondent, Chosen for Similarity to Braintree project</b>	Three excellent references.	Two excellent references, no poor references.	Less than two excellent references, one or more poor references.
<b>Financial Outlook</b>	No pending conditions affecting firm's ability to perform, as evaluated by Finance Director.	No pending conditions affecting firm's ability to perform, as evaluated by Finance Director.	Presence of a condition which could affect the firm's ability to perform, as evaluated by the Finance Director.
<b>Plan for Installation, if applicable</b>	Very detailed plan offers a very reasonable scheme for cell tower installation.	Plan offers a reasonable scheme for cell tower installation.	Plan lacks sufficient detail to evaluate potential success of plan; or significant problems with the plan are noted.
<b>Visual Impact of Design</b>	Design improves visual impact of current configuration.	Design maintains visual impact of current configuration.	Design negatively impacts visual impact of current configuration.
<b>Plan for Cell Tower Management</b>	Very detailed plan offers a very reasonable scheme for cell tower management.	Plan offers a reasonable scheme for cell tower management.	Plan lacks sufficient detail to evaluate potential success of plan; or significant problems with the plan are noted.
<b>Number of Antenna/Antenna Arrays projected</b>	Proposer gives reasonable evidence of at least six potential antenna/antenna array locations on the tower.	Proposer gives reasonable evidence of at least four potential antenna/antenna array locations on the tower.	Proposer unable to offer reasonable evidence of at least four potential antenna/antenna array locations on the tower.
<b>Price Proposal-- Amount</b>	Offers largest total amount for ten years, assuming six antenna/antenna arrays on cell tower.	-----	-----

Continued next page

**RFP ISSUED: March 31, 2014**

<b>Price Proposal Simplicity</b>	Very easy to compute payments due.	Minor complexity involved in computing payments	Method for computing payments is complex and carries reasonable risk of error.
<b>Community Benefits</b>	Proposal includes community benefits of substantial value to the Town.	Proposal includes community benefits with value to the Town.	Proposal includes community benefits with minimal or no benefit to the Town.

RFP ISSUED: March 31, 2014

Appendix A

**TOWN OF BRAINTREE**  
**WIRELESS COMMUNICATIONS TOWER—RIVER STREET**  
**COVER SHEET**

Name and Address of Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person for this Proposal:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Signature\*:

By signing this proposal for the Sale or Lease of Property on Quincy Avenue, I (we) hereby bind \_\_\_\_\_ (name of company) to all comments made in the proposal, and accept all of the provisions made in the Request for Proposals.

\_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Name Title Date

*Signature must be authorized by a Certificate of Authorization (see Appendix D)*

TOWN OF BRAINTREE  
WIRELESS COMMUNICATIONS TOWER—RIVER STREET

**PRICE PROPOSAL #1**

SEE SECTION II (O)

**COMPLETE SECTIONS A & B OR COMPLETE SECTION C**

**A. ANNUAL RENTAL PAYMENT**

*First rental payment due upon execution of the lease. Subsequent rental payments due on or before July 1<sup>st</sup> each year, beginning July 1, 2015.*

\_\_\_\_\_ *Initial rental payment.*

\_\_\_\_\_ *Annual percentage increase*

**B. LOCATION PAYMENTS**

*No later than fifteen days after the conclusion of each month of the Lease, the Lessee shall make a Location Payment for each antenna/antenna array for a wireless carrier that was affixed to the cell tower for any portion of the preceding month. This payment shall be made to the Town by the Lessee regardless of whether or not the carrier is affiliated with the Lessee. If any antenna/antenna array measures more than ten (10) feet in height, a separate Location Payment shall be made for every (10) foot segment or portion thereof, which is occupied by that carrier.*

\_\_\_\_\_ *Monthly Location Payment per antenna/antenna array*

\_\_\_\_\_ *Annual percentage increase for each Location Payment*

**C. ALTERNATIVE PAYMENT PLAN**

*Attach a plan for payments to the Town.*

*Alternative payment plans will be evaluated for their potential financial benefit to the Town and for the ease with which monies-owed can be computed and monitored.*

TOWN OF BRAINTREE  
WIRELESS COMMUNICATIONS TOWER—RIVER STREET  
PRICE PROPOSAL #2 ---SEE SECTIONS II (O) & (U)

Appendix C

*Note: Price Proposal #2 assumes that an additional 5' x 10' lease area is available, as shown on Exhibit 4.*

**COMPLETE SECTIONS A & B OR COMPLETE SECTION C**

**A. ANNUAL RENTAL PAYMENT**

*First rental payment due upon execution of the lease. Subsequent rental payments due on or before July 1<sup>st</sup> each year, beginning July 1, 2015.*

\_\_\_\_\_ *Initial rental payment.*

\_\_\_\_\_ *Annual percentage increase*

**B. LOCATION PAYMENTS**

*No later than fifteen days after the conclusion of each month of the Lease, the Lessee shall make a Location Payment for each antenna/antenna array for a wireless carrier that was affixed to the cell tower for any portion of the preceding month. This payment shall be made to the Town by the Lessee regardless of whether or not the carrier is affiliated with the Lessee. If any antenna/antenna array measures more than ten (10) feet in height, a separate Location Payment shall be made for every (10) foot segment or portion thereof, which is occupied by that carrier.*

\_\_\_\_\_ *Monthly Location Payment per antenna/antenna array*

\_\_\_\_\_ *Annual percentage increase for each Location Payment*

---

**C. ALTERNATIVE PAYMENT PLAN**

*Attach a plan for payments to the Town.*

*Alternative payment plans will be evaluated for their potential financial benefit to the Town and for the ease with which monies-owed can be computed and monitored.*

Certificate of Authorization

**Appendix D**

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, \_\_\_\_\_ is: (CHECK ONE)  
(Name of Company/Consultant/Corporation)

\_\_\_\_ A. a corporation formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the corporate by-laws,

\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

\_\_\_\_ B. a limited liability company or a partnership formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the limited liability company agreement or partnership agreement,

\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

\_\_\_\_ C. is a sole proprietorship owned and operated exclusively by the undersigned.

\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

\_\_\_\_\_  
Signature:  
**(Must be signed by Corporate Officer, Partner, or Sole Proprietor)**

\_\_\_\_\_  
Print Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TOWN OF BRAINTREE**

**WIRELESS COMMUNICATIONS TOWER—RIVER STREET**

**CERTIFICATION OF NON-COLLUSION**

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

For (Vendor/Company) \*

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*Must be signed by the person signing the bid, proposal, or contract.

TOWN OF BRAINTREE

WIRELESS COMMUNICATIONS TOWER—RIVER STREET

**CERTIFICATION OF TAX COMPLIANCE**

I, \_\_\_\_\_, for \_\_\_\_\_,  
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of

\_\_\_\_\_, having a principal place of business at  
(state)

\_\_\_\_\_, hereby certify that the  
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the  
Commonwealth of Massachusetts relating to taxes, as required by  
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(signature of representative/position/title)

\_\_\_\_\_  
(print name of person signing above)

Date: \_\_\_\_\_

**RFP ISSUED: March 31, 2014**

**Appendix G**

**LEGAL ADVERTISEMENT FOR RFP REGARDING REAL PROPERTY**

Ad to be run on March 31, 2014 and April 7, 2014.

Publication Name: Patriot Ledger

**TOWN OF BRAINTREE  
LEASE OF LAND FOR WIRELESS COMMUNICATIONS TOWER  
REQUEST FOR PROPOSALS**

The Chief Procurement Officer of the Town of Braintree seeks proposals from interested parties to lease a 1,600 SF portion of a parcel of property on 300 River Street, Braintree, MA for the purpose of operating, or installing & operating, a wireless communication tower, equipment building, and related apparatus. Option to lease an additional 50 SF, pending local approvals.

Proposals are due on May 5, 2014 at 12:00 PM in the Contract Administrator Office, Braintree Town Hall, 1 JFK Memorial Dr, Braintree, MA 02184.

Specifications & required forms are available immediately from the Contract Admin., Barbara Mello, (Mon.-Fri., 8:30 AM - 4:30 PM, exc. holidays), or may be requested via email: [bmello@braintreema.gov](mailto:bmello@braintreema.gov).

The Chief Procurement Officer reserves the right to reject any or all proposals, or cancel this RFP, if deemed to be in the best interest of the Town.

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capitol Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Braintree  
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction:  Sale  Lease or rental for \_\_\_\_\_ (term):

4. Lessor(s): \_\_\_\_\_

Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in items 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: The Lease will be substantially as described below. The final terms of any lease of will be negotiated between the Town of Braintree and the Tenant.**

TOWN OF BRAINTREE  
LEASE (SAMPLE)  
JULY 1, 2014 – JUNE 30, 2024  
(WITH RENEWAL OPTIONS)

For valuable consideration and the mutual exchange of covenants, the Town of Braintree, One J.F.K. memorial Drive, Braintree, Norfolk County, MA 02184 (hereinafter “Lessor \_\_\_\_\_ (name and address) \_\_\_\_\_ (hereinafter “Tenant”) hereby agree and contract as follows:

1. **Premises:** Lessor hereby leases to Tenant a portion of Parcel #2009-0-14, such property containing 1,600 square feet and situated on Town of Braintree property, in proximity to the Maintenance Building located at East Middle School, 300 River Street, as shown in Exhibit 1 (the “Premises”). The premises is leased together with an easement for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and an easement for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty-foot wide right-of-way extending from the nearest public right-of-way (River Street) to the Premises.
2. **Term of Lease:** This Lease Agreement shall be for an initial term of ten years, beginning on July 1, 2014. The Lease shall be extended for up to two (2) additional terms of five (5) years, unless either party gives the other party written notice, at least six (6) months before the expiration of the current Lease term, of its intention to terminate the Lease at the end of the current term. In no event, however, shall any extension of the Lease expire later than twenty (20) years after the date of execution of the Lease by the Tenant. In the event of any extension, all terms and conditions of the Lease shall remain in full force and effect, including any annual increase in the rental payment (as per Section \_\_\_\_).
3. **Rental Payments:** The annual rent set forth in this section, shall be paid to Lessor or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least thirty days in advance of any rental payment date. The first rental payment shall be made upon execution of this lease. Subsequent payments shall be due prior to July 1<sup>st</sup> of each year, beginning with 2015. Lease payments shall be automatically adjusted upward each year by the percentage indicated on the Price Proposal (See Appendix \_\_\_\_). While Tenant intends to

***RFP ISSUED: March 31, 2014***

make each payment due hereunder on or before its due date, in the event Tenant fails to make a payment within ten days after its due date, Lessor will give Tenant written notice of such nonpayment, and Tenant will immediately make such payment. No action may be maintained by Lessor against Tenant for such nonpayment unless Tenant has failed to make payment within ten days after receipt of such written notice from Lessor.

The rent for the first year of this Lease Agreement shall be \$\_\_\_\_\_. The rent payment for each year subsequent to the initial year of this Lease Agreement shall be increased \_\_\_\_\_ percent over the previous year's base rental payment. See Exhibit 2, "Payment Schedule".

4. Location Payments: No later than fifteen days after the conclusion of each month of the lease, the Lessee shall make a Location Payment for each antenna/array for a wireless carrier that was affixed to the cell tower for any portion of the preceding month. This payment shall be made to the Town by the Lessee regardless of whether or not the carrier is affiliated with the Lessee. If any antenna/antenna array measures more than ten (10) feet in height, a separate Location Payment shall be made for every (10) foot segment or portion thereof, which is occupied by that carrier. The value assigned to each Location Payment shall be adjusted upward each year by the percentage indicated on the Price Proposal. Location Payments and Rental Payments shall not be combined in one check.
5. Taxes & Utilities: Tenant shall pay, in addition to the Annual Rent and Location Payments described in Sections Three and Four, any and all real estate and personal property taxes levied against the Premises and the facilities, equipment and building placed or constructed thereon by Tenant. Said taxes shall be assessed under the provisions of M.G.L. Chapter 59, Section 2B. Tenant shall also pay for all electricity and other utilities used for the Premises.
6. Use of Property: Tenant intends to use the Premises for the purpose of constructing, maintaining and operating (itself and through its subtenants) a mobile communications facility and uses by Tenant and its subtenants customarily accessory or incidental thereto, consisting of one building of approximately 600 square feet and one free-standing antenna structure of approximately 130 feet in height and all necessary connecting appurtenances. A security fence consisting of chain link or comparable construction shall be placed on and maintained on the premises. All improvements shall be at the Tenant's expense. No other use of the Premises is permitted. Tenant agrees that the Premises shall not be used in violation of any federal or state law, or municipal bylaw.

7. Wireless Carriers:

(a) At the commencement of the lease, the following wireless carriers are approved by the Lessor, subject to obtaining any necessary building permits and zoning approvals, to install antenna/antenna arrays on the facility:

\_\_\_\_\_ (list).

(b) Wireless carriers not affiliated with the Tenant shall be known as subtenants.

(c) Should any wireless carrier (whether or not a subtenant) terminate their use of the facility, or reduce the size of their antenna(s)/antenna array(s), the Mayor of Braintree shall be notified in writing within ten days of such termination or reduction. Should any wireless carrier wish to commence use of the facility, written approval of the Mayor is required prior to seeking building permits and/or zoning approval. The Mayor shall be notified in writing if the height of any antenna/antenna array exceeds ten feet in height.

(d) From and after the date that is five years from the commencement of this Lease Agreement, in the event that less than thirty vertical feet of the tower is used by wireless carriers for antenna/antenna arrays, Tenant may, at any time thereafter and in Tenant's sole discretion, terminate this Lease Agreement by giving six months' written notice to Lessor together with the payment of a termination payment equal to the sum due for one year of the then-current base rent, whereupon this Lease Agreement shall terminate upon the expiration of such six month period and be of no further force and effect.

8. Permits and Tenant's Right to Terminate Agreement: It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining either before or after the effective date of this Lease Agreement all of the certificates, permits, licenses, and other approvals that may be required by any federal, state, and local authorities. Lessor shall cooperate with Tenant in its efforts to obtain such approvals and shall also take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Tenant; provided however, that in the context of the foregoing sentence the term "Lessor" shall be deemed to comprise only the Mayor of the Town of Braintree. In the event that any of such applications should be rejected or any certificate, permit, license or approval issued to Tenant is cancelled, expires, lapses or is otherwise withdrawn or terminated by governmental authority so that Tenant in its sole discretion will be unable to use the Premises for its intended purposes, Tenant shall have the right to terminate this Lease Agreement. Notice of Tenant's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon mailing of such notice by Tenant (the termination date).

**RFP ISSUED: March 31, 2014**

All rentals paid to said termination date shall be retained by Lessor, but all rentals allocable on a pro rata basis to the period subsequent to the termination date shall be refunded to Tenant. Upon such termination, this Lease Agreement shall become null and void and the parties shall have no further obligation, including the payment of money, to each other, except for Tenant's obligation pursuant to paragraph \_\_ (Restoration of Premises) \_\_\_\_\_ hereof and the provisions of paragraph \_\_\_\_\_ (Indemnification) \_\_\_\_\_ hereof.

9. Indemnification: Tenant shall indemnify and hold Lessor harmless against any claim of liability or loss for personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of Lessor, its servants or agents.
10. Hazardous Substances: Tenant shall not (with or without negligence) cause or permit the use, storage, generation, escape, disposal or release upon the Premises (or the parcel of which the Premises forms a part) of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Tenant shall release, indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part) if caused by Tenant or persons acting under Tenant. Tenant shall execute such affidavits, representations and the like from time to time as Lessor may reasonable request concerning Tenant's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part).

Lessor shall not (with or without negligence) cause or permit the use, storage, generation, escape, disposal or release upon the Premises (or the parcel of which the Premises forms a part) of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessor shall release, indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part) if caused by Lessor or persons acting under Lessor. Lessor shall execute such affidavits, representations and the like from time to time as Tenant may reasonably request concerning Lessor's best knowledge and belief as to the presence of Hazardous Substances or Wastes on the Premises (or the parcel of which the Premises forms a part).

For the purposes of this Lease Agreement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§

***RFP ISSUED: March 31, 2014***

9601 et seq., and any regulations promulgated pursuant thereto, and the term “Hazardous Wastes” shall be as defined in the Resource Conservation and Recovery Act 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, provided that the terms “Hazardous Substances” and Hazardous Wastes” shall also include any oil or hazardous materials or hazardous waste as defined in or regulated under Massachusetts General Laws Chapters 21C or 21E.

11. Maintenance: Tenant shall, at its own cost and expense, throughout the term of this Lease Agreement and so long as it shall remain in possession of the Premises, keep and maintain in good repair all buildings, fixtures, equipment, appurtenances and machinery which are wrought into and become part of the Premises. Tenant, so long as it shall remain in possession of the Premises, shall keep and maintain all portions of the Premises, the improvements thereon the appurtenances, machinery, equipment, and fixtures therein, in such condition as to prevent any loss, damage or injury to the persons, property, businesses, business or occupations of any other persons permitted by Tenant to be in or about the Premises and owners, occupants and invitees of adjoining Premises. Tenant has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Tenant’s use of the Premises. Tenant shall be responsible for disposing of any materials related to the removal of obstructions.
12. Restoration of Premises: Tenant, upon termination of this Lease Agreement, shall, within a reasonable period, remove its antenna, buildings(s), foundation, security fence, personal property and fixtures and restore the Premises to its original condition, reasonable wear and tear and damage to trees and shrubbery excepted. Prior to execution of this Lease Agreement, Tenant shall have posted a bond in the amount of \$ 85,000. This bond shall be renewed every year, and a copy provided to the Contract Administrator, or some other person named by the Mayor. Bond proceeds are to be used for restoration of the premises in the event of a failure by Tenant to fulfill the conditions of this Section of the Lease Agreement, and in the event that the Town has no further use for the structure, building, and/or equipment. At Lessor’s option when this Lease Agreement is terminated and upon Lessor’s advance written notice to Tenant, Tenant will leave the antenna, buildings(s), foundation and security fence to become the property of Lessor.
13. Quiet Enjoyment: Lessor covenants that Tenant on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the leased Premises.
14. Lessor Qualifications: Lessor warrants and covenants that Lessor is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Leas Agreement. Lessor further warrants and covenants that there are no other liens,

***RFP ISSUED: March 31, 2014***

judgments or impediment of title on the Premises. Any breach of these warranties and covenants which preclude Tenant's use of said Premises for its intended purpose shall entitle Tenant to terminate this Lease Agreement.

15. Liens: The Tenant shall not permit any mechanics liens or similar liens to remain upon the Premises for labor and materials furnished to the Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to the Lessor. The Tenant hereby indemnifies and holds harmless the Lessor for any loss, costs, injury or damage to persons or property occurring as a result of such work undertaken at the direction of Tenant.

16. Insurance: Tenant must maintain insurance coverage in the following amounts. Prior to execution of this Lease Agreement, a Certificate of Insurance must be supplied to the Town. Tenant is required by this agreement to name the Town of Braintree as an Additional Insured where indicated, and this shall be shown on the Certificate of Insurance. Further, Lessee is required to provide the Town of Braintree with a copy of the current Additional Insured Endorsement Page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. Town to be named as Additional Insured;
- B. Automobile Liability in the amount of \$1,000,000 for bodily injury and property damage per accident. Town to be named as Additional Insured;
- C. Property Coverage in an amount sufficient to cover the materials, supplies, and tower;
- D. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate. Town to be named as Additional Insured; and
- E. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Tenant to be awarded the Lease. The types of insurance and coverage limits stated herein are not intended in any way to limit the Tenant's liability for any damages arising from the Tenant's performance of services under the Lease.

Thirty days prior to each annual anniversary of the Lease commencement date, an updated Certificate of Insurance shall be provided to the Town, c/o the Contract Administrator.

***RFP ISSUED: March 31, 2014***

The Tenant is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Tenant shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Proposer shall provide the Town of Braintree with a new certificate of insurance coverage.

If Tenant fails to submit the required certificates within fifteen days of Tenant's receipt of written notice of such failure, Lessor at its option may procure said insurance and charge all premiums and costs to Tenant as additional rent, which additional rent shall be immediately due and payable.

A waiver of subrogation will not be permitted.

17. Premises Unusable: In case the said Premises or any substantial part thereof, shall be taken for any street or other public use, or shall be destroyed or substantially damaged by fire or Casualty, or condemned by the action of the Town of Braintree or other public authorities after the execution hereof and before the expiration of the said term, then this Lease Agreement and the said term shall terminate at the election of the Tenant.
18. Sale of Property: If any time during the term of this Lease Agreement Lessor decides to sell all or part of Lessor's property, of which the Premises forms a part, to a purchaser other than Tenant, then such sale shall be under and subject to this Lease Agreement and Tenant's rights hereunder.
19. Neglect or Default: If the Tenant shall neglect or fail to perform and observe any of the covenants in this instrument which on its part are to be performed and such default shall continue for a period of sixty days after the mailing of a written notice, postage prepaid, from the Lessor to the Tenant specifying such default, or if the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then and in any of the said cases, the Lessor may immediately or at any time thereafter, and which such neglect or default continues and without further notice or demand, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same, and expel the said Tenant and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner or trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry as aforesaid the said term shall cease and be ended.
20. Written Agreement: It is agreed and understood that this Lease Agreement contains all the agreements, promises and understandings between Lessor and Tenant and that no oral

agreements, promises or understandings shall be binding upon either Lessor or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing signed by the parties. All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and expressed.

21. Governed by Law: This Lease Agreement and the performance thereunder shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.
22. Sale/Transfer/Assignment: This Lease Agreement may be sold, assigned or transferred at any time without the consent of Lessor to (a) Tenant's principal; (b) the affiliates or subsidiaries of its principal; (c) a partnership in which Tenant's principal or the affiliates or subsidiaries of its principal has an interest; and/or (d) any existing subtenant at the Premises. As to other parties, this Lease Agreement may not be sold, assigned or transferred without the written consent of Lessor, such consent not to be unreasonably withheld or delayed. Except as provided in Section 7(a) of this Lease Agreement, Tenant shall not sublease space on its antenna or the Premises without obtaining the written consent of Lessor.
23. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Tenant:

Lessor: Mayor Joseph C. Sullivan  
Town of Braintree  
One J.F.K. Memorial Drive  
Braintree, MA 02184

24. Subordination: At Lessor's option, this Lease Agreement shall be subordinate to any mortgage by Lessor which may now or hereafter affect all of Lessor's property including the Premises, provided that the holder of any such mortgage shall agree with Tenant in writing in recordable form to recognize this Lease Agreement and the rights of Tenant hereunder in the event of foreclosure of Lessor's interest including, without limitation, Tenant's right to remain in possession and have access to the Premises. In the event that the Premises is encumbered by a mortgage, Lessor shall obtain and furnish to Tenant a non-disturbance agreement in accordance

**RFP ISSUED: March 31, 2014**

with the foregoing for each such mortgage in recordable form. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause.

25. Status of Agreement: The parties both acknowledge and agree that this Lease Agreement shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other.

26. Validity of Agreement: If any term of this Lease Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms hereof, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TENANT:  
\_\_\_\_\_  
(Tenant Name)

LESSOR:  
Town of Braintree, by its Mayor

\_\_\_\_\_  
(Signature, Title)

\_\_\_\_\_  
Joseph C. Sullivan, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As to Form:

\_\_\_\_\_  
Michael T. Coughlin  
Chief of Staff & Operations

\_\_\_\_\_  
Peter J. Morin  
Town Solicitor

**RFP ISSUED: March 31, 2014**

**NOTICE OF LEASE**

**Appendix J**

In accordance with the provisions of Massachusetts General Laws Chapter 183, Section 4, as amended, notice is hereby given of the following described Lease Agreement:

*Parties to Lease:*

*Lessor:*

Town of Braintree  
One J.F.K. Memorial Drive  
Braintree, MA 02184

*Tenant:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Date of Execution:* Lease Agreement executed as of July 1, 2014.

*Description of Premises:* A portion of Parcel #2009-0-14 in the Town of Braintree, MA, as shown on **Exhibit 1**, attached hereto. Said parcel contains 1,600 square feet situated on Town of Braintree property, in proximity to the Maintenance Building located at East Middle School, River Street.

*Term of Lease:* Commencing on the date of the Lease and continuing for a term of ten (10) years.

*Rights of Extension or Renewal:* Up to two terms of five (5) years each, by mutual agreement of the parties.

**TENANT:**

\_\_\_\_\_(Tenant Name)

**LESSOR:**

Town of Braintree, by its Mayor

\_\_\_\_\_  
(Signature, Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph C. Sullivan, Mayor

Date: \_\_\_\_\_

Approved As to Form:

\_\_\_\_\_  
Peter J. Morin, Town Solicitor

Date:

(Acknowledgments appear on the following page.)

**RFP ISSUED: March 31, 2014**

Notice of Lease  
River Street, Braintree, MA 02184

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_ ss. July \_\_\_\_\_, 2014

Then personally appeared the above-named Joseph C. Sullivan, Mayor of the Town of Braintree, and acknowledged the foregoing to be his free act and deed, before me,

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_ ss. July \_\_\_\_\_, 2014

Then personally appeared the above-named Peter J. Morin, Solicitor of the Town of Braintree, and acknowledged the foregoing to be his free act and deed, before me,

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

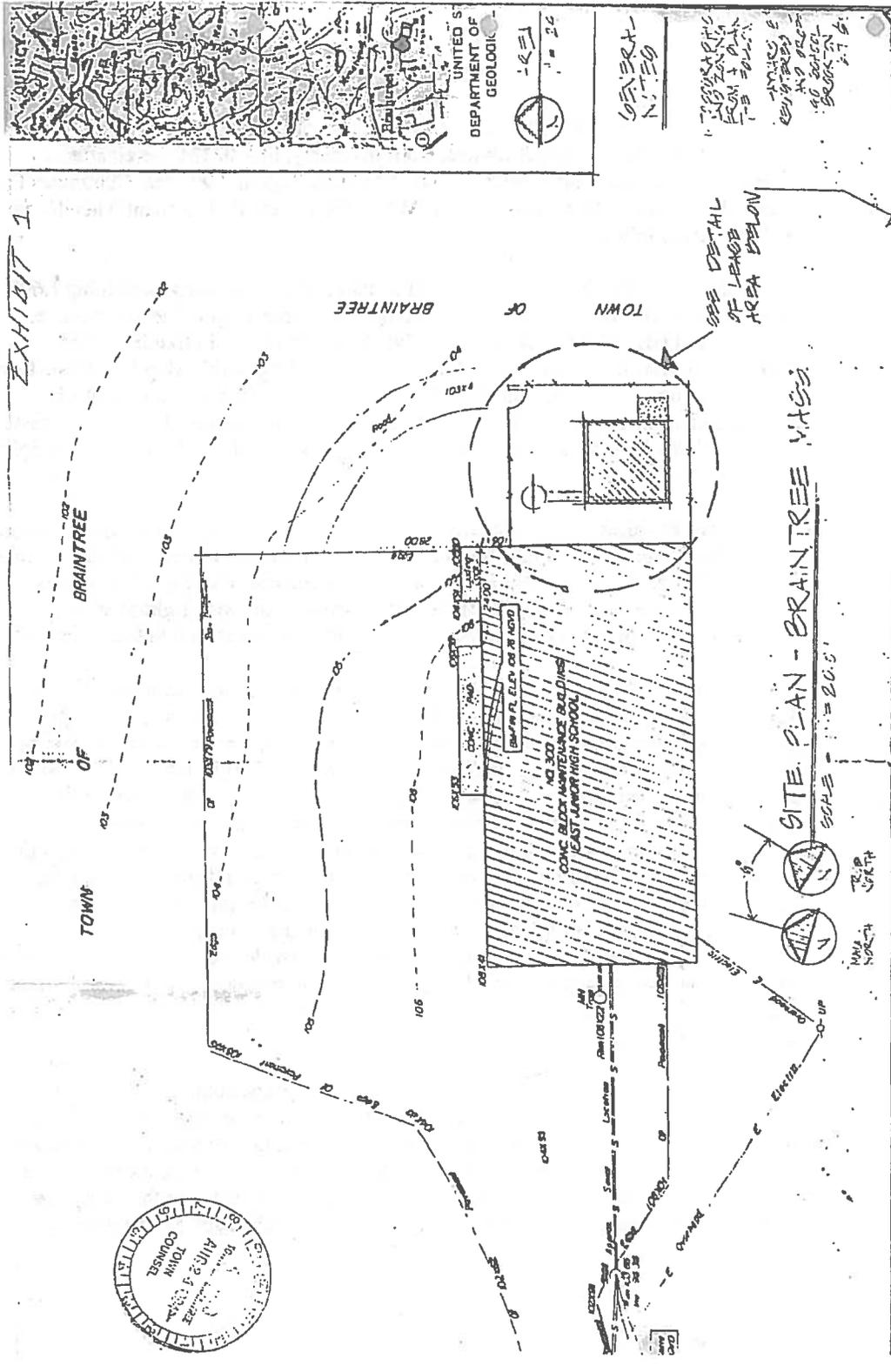
**COMMONWEALTH/STATE OF \_\_\_\_\_**

County of \_\_\_\_\_ ss. July \_\_\_\_\_, 2014

Then personally appeared the above-named \_\_\_\_\_ (name),  
\_\_\_\_\_ (title), and acknowledged the foregoing to be his/her free act and deed,  
before me,

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT 1



**EXHIBIT 2**

**Lease Agreement  
July 1, 2004 - June 30, 2014**

For valuable consideration and the mutual exchange of covenants, the Town of Braintree, One J.F.K. Memorial Drive, Braintree, Norfolk County, MA 02184 (hereinafter "Lessor") and Crown Castle Atlantic LLC, Northeast Region, 500 West Cummings Park, Suite 3400, Woburn, Middlesex County, MA 01801 (hereinafter "Tenant") hereby agree and contract as follows:

1. Lessor hereby leases to Tenant that certain parcel of property containing 1,600 square feet situated on Town of Braintree property, in proximity to the Maintenance Building located at East Middle School, River Street, as shown in Exhibit 1, (the "Premises"). The situs is shown on Town of Braintree Engineer's Map No. 2080. Lessor agrees to secure access rights for Tenant over the adjoining Town property which is under the care and custody of the Braintree School Committee (the "BSC") at no cost to Tenant and in a form which will provide Tenant with at least the following access rights to the Premises:

"The Premises is leased together with an easement for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and an easement for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty foot wide right-of-way extending from the nearest public right-of-way (River Street) to the Premises."

Immediately upon the BSC's grant of such rights to Tenant or to Lessor for the benefit of Tenant, this Lease Agreement shall be deemed to be automatically amended by the insertion of the foregoing access provision. If Tenant is prevented from accessing the Premises by any party alleging that Tenant lacks legal access rights thereto before such access rights are granted or if such access rights are not granted within one hundred twenty days from the date of this Lease Agreement, and provided that Tenant has provided cooperation, which cooperation shall not be construed to require payment of any additional rent, as reasonably requested by Lessor in such efforts to obtain such easement rights and is not otherwise in material default under this Lease Agreement, Tenant may, within thirty days of either any action seeking to prevent Tenant's access to the Premises or Lessor's failure to provide such access within said one hundred twenty days, terminate this Lease Agreement immediately upon giving written notice of such termination to Lessor and this Lease Agreement shall thereupon be of no further force and effect.

2. This Lease Agreement shall be for a term of ten years, beginning on July 1, 2004 and expiring on June 30, 2014. The annual rental set forth in section three, below, shall be paid to Lessor or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least thirty days in advance of any rental payment date. The rental payment date shall be July 1, 2004 and July 1 of each subsequent year that this Lease Agreement continues in effect. While Tenant intends to make each payment due

hereunder on or before its due date, in the event Tenant fails to make a payment within ten days after its due date, Lessor will give Tenant written notice of such nonpayment, and Tenant will immediately make such payment. No action may be maintained by Lessor against Tenant for such nonpayment unless Tenant has failed to make payment within ten days after receipt of such written notice from Lessor.

3. (a) The base rent for the first year of this Lease Agreement shall be forty-five thousand dollars (\$45,000). The base rent payment for each year subsequent to the initial year of this Lease Agreement, shall be increased three percent over the previous year's base rental payment.

(b) It is the intention of both parties to seek a third subtenant colocator for the Premises. Tenant shall not be required to obtain Lessor's consent to such third subtenant if such third subtenant is Sprint, but will be responsible for obtaining any necessary town permits and approvals which may be required such as zoning board of appeals approval and building permits. Regardless of the identity of the party which becomes the third subtenant (whether Sprint or some other carrier), Tenant shall pay to Lessor 70% of the rental proceeds each year for such colocator in addition to the base rental payment; provided, however that if either of the existing subtenants shall cease to operate at the Premises, the 70% rental payment for the third subtenant shall terminate and Tenant shall be obligated to pay only the base rent. Tenant shall provide to Lessor written notice of such sublease setting forth the rent due each year from the third subtenant. Payment of such colocator rent shall be due from Tenant to Lessor fourteen days after the colocator rent is actually received by Tenant from the third subtenant. From and after the date that is five years from the date of this Lease Agreement, in the event that there shall ever be fewer than two subtenants operating at the Premises, Tenant may, at any time thereafter and in Tenant's sole discretion, terminate this Lease Agreement by giving six months' written notice to Lessor together with the payment of a termination payment equal to the sum due for one year of the then-current base rent, whereupon this Lease Agreement shall terminate upon the expiration of such six month period and be of no further force and effect.

4. Tenant shall pay, in addition to the annual rent as described in sections two and three any and all real estate and personal property taxes levied against the Premises and the facilities, equipment and building placed or constructed thereon by Tenant. Said taxes shall be assessed under the provisions of M.G.L. Chapter 59, Section 2B. Tenant shall also pay for all electricity and other utilities used for the Premises.

5. Tenant intends to use the Premises for the purpose of constructing, maintaining and operating (itself and through its subtenants) a mobile communications facility and uses by Tenant and its subtenants customarily accessory or incidental thereto, consisting of one building of approximately 600 square feet and one free-standing antenna structure of approximately 150 feet in height and all necessary connecting appurtenances. A security fence consisting of chain link or comparable construction shall be placed on and maintained on the Premises. All improvements shall be at Tenant's expense. No other

**RFP ISSUED: March 31, 2014**

use of the Premises is permitted. Tenant agrees that the Premises shall not be used in violation of any federal or state law, or municipal bylaw.

It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining either before or after the effective date of this Lease Agreement all of the certificates, permits, licenses, and other approvals that may be required by any federal, state, and local authorities. Lessor shall cooperate with Tenant in its efforts to obtain such approvals and shall also take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Tenant; provided, however, that in the context of the foregoing sentence the term "Lessor" shall be deemed to comprise only the Braintree Board of Selectmen. In the event that any of such applications should be rejected or any certificate, permit, license or approval issued to Tenant is cancelled, expires, lapses or is otherwise withdrawn or terminated by governmental authority so that Tenant in its sole discretion will be unable to use the Premises for its intended purposes, Tenant shall have the right to terminate this Lease Agreement. Notice of Tenant's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon mailing of such notice by Tenant (the termination date). All rentals paid to said termination date shall be retained by Lessor, but all rentals allocable on a pro rata basis to the period subsequent to the termination date shall be refunded to Tenant. Upon such termination, this Lease Agreement shall become null and void and the parties shall have no further obligation, including the payment of money, to each other, except for Tenant's obligation pursuant to paragraph eight hereof and the provisions of paragraph six hereof.

6. Tenant shall indemnify and hold Lessor harmless against any claim of liability or loss for personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of Lessor, its servants or agents.

6A. Tenant shall not (with or without negligence) cause or permit the use, storage, generation, escape, disposal or release upon the Premises (or the parcel of which the Premises forms a part) of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Tenant shall release, indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part) if caused by Tenant or persons acting under Tenant. Tenant shall execute such affidavits, representations and the like from time to time as Lessor may reasonably request concerning Tenant's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part).

Lessor shall not (with or without negligence) cause or permit the use, storage, generation, escape, disposal or release upon the Premises (or the parcel of which the Premises forms

a part) of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessor shall release, indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part) if caused by Lessor or persons acting under Lessor. Lessor shall execute such affidavits, representations and the like from time to time as Tenant may reasonably request concerning Lessor's best knowledge and belief as to the presence of Hazardous Substances or Wastes on the Premises (or the parcel of which the Premises forms a part).

For purposes of this Lease Agreement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and the term "Hazardous Wastes" shall be as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, provided that the terms "Hazardous Substances" and "Hazardous Wastes" shall also include any oil or hazardous materials or hazardous waste as defined in or regulated under Massachusetts General Laws Chapters 21C or 21E.

7. Tenant shall, at its own cost and expense, throughout the term of this Lease Agreement and so long as it shall remain in possession of the Premises, keep and maintain in good repair all buildings, fixtures, equipment, appurtenances and machinery which are wrought into and become part of the Premises.

8. (a) Tenant, upon termination of this Lease Agreement, shall, within a reasonable period, remove its antenna, building(s), foundation, security fence, personal property and fixtures and restore the Premises to its original condition, reasonable wear and tear and damage to trees and shrubbery excepted. At Lessor's option when this Lease Agreement is terminated and upon Lessor's advance written notice to Tenant, Tenant will leave the antenna, building(s), foundation and security fence to become the property of Lessor.

(b) At any time during this Lease Agreement, by mutual agreement of Tenant and Lessor, the parties may terminate the Lease Agreement and all the antenna, building(s), foundation, security fence, and fixtures shall become Lessor's property.

9. Lessor covenants that Tenant on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the leased Premises.

10. Lessor warrants and covenants that Lessor is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Lease Agreement. Lessor further warrants and covenants that there are no other liens, judgments or impediment of title on the Premises. Any breach of these warranties and covenants which preclude Tenant's use of said Premises for its intended purpose shall entitle Tenant to terminate this Lease Agreement.

11. The Tenant, so long as it shall remain in possession of the Premises, shall keep and maintain all portions of the Premises, the improvements thereon, the appurtenances, machinery, equipment, and fixtures therein, in such condition as to prevent any loss, damage or injury to the persons, property, businesses, business or occupations of any other persons permitted by Tenant to be in or about the Premises and owners, occupants and invitees of adjoining Premises. Tenant has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Tenant's use of the Premises. Tenant shall be responsible for disposing of any materials related to the removal of obstructions.

12. The Tenant shall not permit any mechanics liens or similar liens to remain upon the Premises for labor and materials furnished to the Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to the Lessor. The Tenant hereby indemnifies and holds harmless the Lessor for any loss, costs, injury or damage to persons or property occurring as a result of such work undertaken at the direction of Tenant.

13. The Tenant shall insure, at its sole expense, the building(s) and structures on the Premises against the risk of fire. The Tenant shall provide, at its sole expense, public liability insurance, including property damage with a \$1,000,000.00 limit, and including death and personal injury with \$2,000,000.00 limits and name Lessor as additional insured. Tenant shall submit annually, certificates of insurance to Lessor, which comply with the requirements of this Section, on or before January 31<sup>st</sup> of each year of this Lease Agreement. If Tenant fails to submit the required certificates within fifteen days of Tenant's receipt of written notice of such failure, Lessor at its option may procure said insurance and charge all premiums and costs to Tenant as additional rent, which additional rent shall be immediately due and payable.

14. In case the said Premises or any substantial part thereof, shall be taken for any street or other public use, or shall be destroyed or substantially damaged by fire or casualty, or condemned by the action of the Town of Braintree or other public authorities after the execution hereof and before the expiration of the said term, then this Lease Agreement and the said term shall terminate at the election of the Tenant

14A. If any time during the term of this Lease Agreement Lessor decides to sell all or part of Lessor's property, of which the Premises forms a part, to a purchaser other than Tenant, then such sale shall be under and subject to this Lease Agreement and Tenant's rights hereunder.

15. If the Tenant shall neglect or fail to perform and observe any of the covenants in this instrument which on its part are to be performed and such default shall continue for a period of sixty days after the mailing of a written notice, postage prepaid, from the Lessor to the Tenant specifying such default, or if the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then and in any of the said cases, the Lessor may immediately or at any time thereafter, and which such neglect or default continues and without further

**RFP ISSUED: March 31, 2014**

notice or demand, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same, and expel the said Tenant and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner or trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry as aforesaid the said term shall cease and be ended.

16. It is agreed and understood that this Lease Agreement contains all the agreements, promises and understandings between Lessor and Tenant and that no oral agreements, promises or understandings shall be binding upon either Lessor or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing signed by the parties. All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and expressed.

17. This Lease Agreement and the performance thereunder shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

18. This Lease Agreement may be sold, assigned or transferred at any time without the consent of Lessor to (a) Tenant's principal; (b) the affiliates or subsidiaries of its principal; (c) a partnership in which Tenant's principal or the affiliates or subsidiaries of its principal has an interest; and/or (d) any existing subtenant at the Premises. As to other parties, this Lease Agreement may not be sold, assigned or transferred without the written consent of Lessor, such consent not to be unreasonably withheld or delayed. Except as provided in Section 3(b) of this Lease Agreement, Tenant shall not sublease space on its antenna or the Premises without obtaining the written consent of Lessor.

19. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Tenant: Crown Castle Atlantic LLC  
Northeast Region  
500 West Cummings Park, Suite 3400,  
Woburn, MA 01801

Lessor: Board of Selectmen  
Town of Braintree  
One J.F.K. Memorial Drive  
Braintree, MA 02184

20. Lessor agrees to execute a Memorandum of Agreement to be prepared by Tenant, if requested by Tenant, which Memorandum or this Lease Agreement may be recorded by Tenant at its expense.

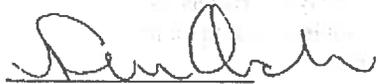
21. At Lessor's option, this Lease Agreement shall be subordinate to any mortgage by Lessor which may now or hereafter affect all of Lessor's property including the Premises, provided that the holder of any such mortgage shall agree with Tenant in writing in recordable form to recognize this Lease Agreement and the rights of Tenant hereunder in the event of foreclosure of Lessor's interest including, without limitation, Tenant's right to remain in possession and have access to the Premises. In the event that the Premises is encumbered by a mortgage, Lessor shall obtain and furnish to Tenant a non-disturbance agreement in accordance with the foregoing for each such mortgage in recordable form. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause.

22. The parties both acknowledge and agree that this Lease Agreement shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other.

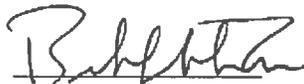
23. If any term of this Lease Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms hereof, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS:  
Town of Braintree

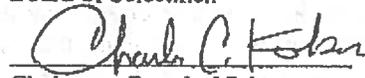


Approved as to form:

  
Barbara J. Saint Andre, Town Counsel

---

LESSOR:  
Town of Braintree by its  
Board of Selectmen

  
Chairman, Board of Selectmen

TENANT:  
Crown Castle Atlantic LLC

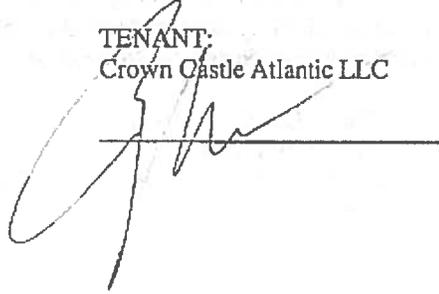


Exhibit 3---

EASEMENT AGREEMENT

The Town of Braintree acting by and through its School Committee having its principal place of business at 482 Washington Street, Braintree, Norfolk County, Massachusetts 02184 (hereinafter "TOWN") for consideration paid, and full consideration of one dollar (\$1.00) convey and grant with quitclaim covenants, to Crown Castle Atlantic LLC, Northeast Region, 500 West Cummings Park, Suite 3400, Woburn, Middlesex County, Massachusetts 01801 (hereinafter "GRANTEE") a perpetual easement for the purposes of ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and an easement for the installation, maintenance, repair and replacement of utility wires, cables, conduits and pipes over, under or along a twenty-foot wide right of way extending from the nearest public right of way, namely River Street, to the premises (hereinafter "Easement Premises") located at East Middle School, 305 River Street, Braintree, Norfolk County, Massachusetts and shown on Plan attached hereto as Exhibit "A".

The GRANTEE and its successors and assigns shall have the permanent right of entry upon and passage over said Easement Premises from time to time for all purposes stated herein and for the exercise of the rights granted herein.

The TOWN agrees not to grant any other easements, leases or licenses to the Easement Premises which will interfere with the GRANTEE'S perpetual easements on the Easement Premises without the prior written permission of the GRANTEE. Any easements, leases or licenses granted in violation of this provision shall be null and void.

In return for the perpetual easements described herein, the GRANTEE agrees that any area disturbed by the GRANTEE'S exercise of the rights granted herein will be restored, as near as possible, to its original condition at the expense of the GRANTEE.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

**RFP ISSUED: March 31, 2014**

IN WITNESS WHEREOF, the Town of Braintree acting by and through its duly authorized School Committee has caused these presents to be signed, acknowledged and delivered on this 22 day of September, 2004

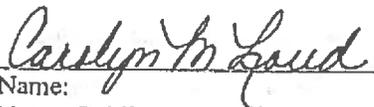
TOWN OF BRAINTREE  
acting by and through its SCHOOL COMMITTEE

  
  
Maureen A. Clark  
Karen M. Whitney

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

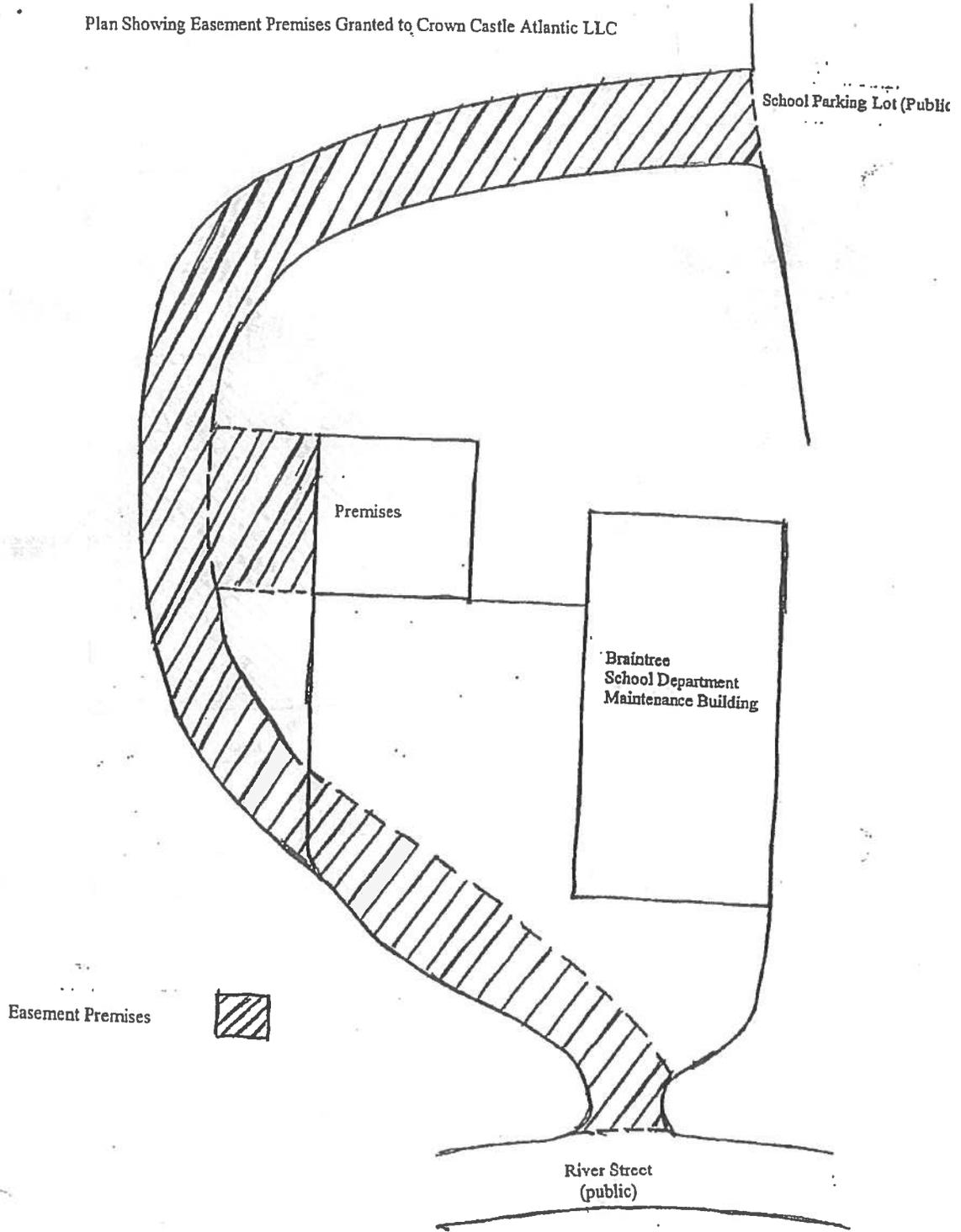
On this 22 day of September, 2004, before me, the undersigned Notary Public, personally appeared Braintree School Committee Members, who proved to me through satisfactory evidence of identification, which were licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as member of the School Committee on behalf of the Inhabitants of the Town of Braintree

  
Name: \_\_\_\_\_  
Notary Public  
My commission expires: 9/6/07

**RFP ISSUED: March 31, 2014**

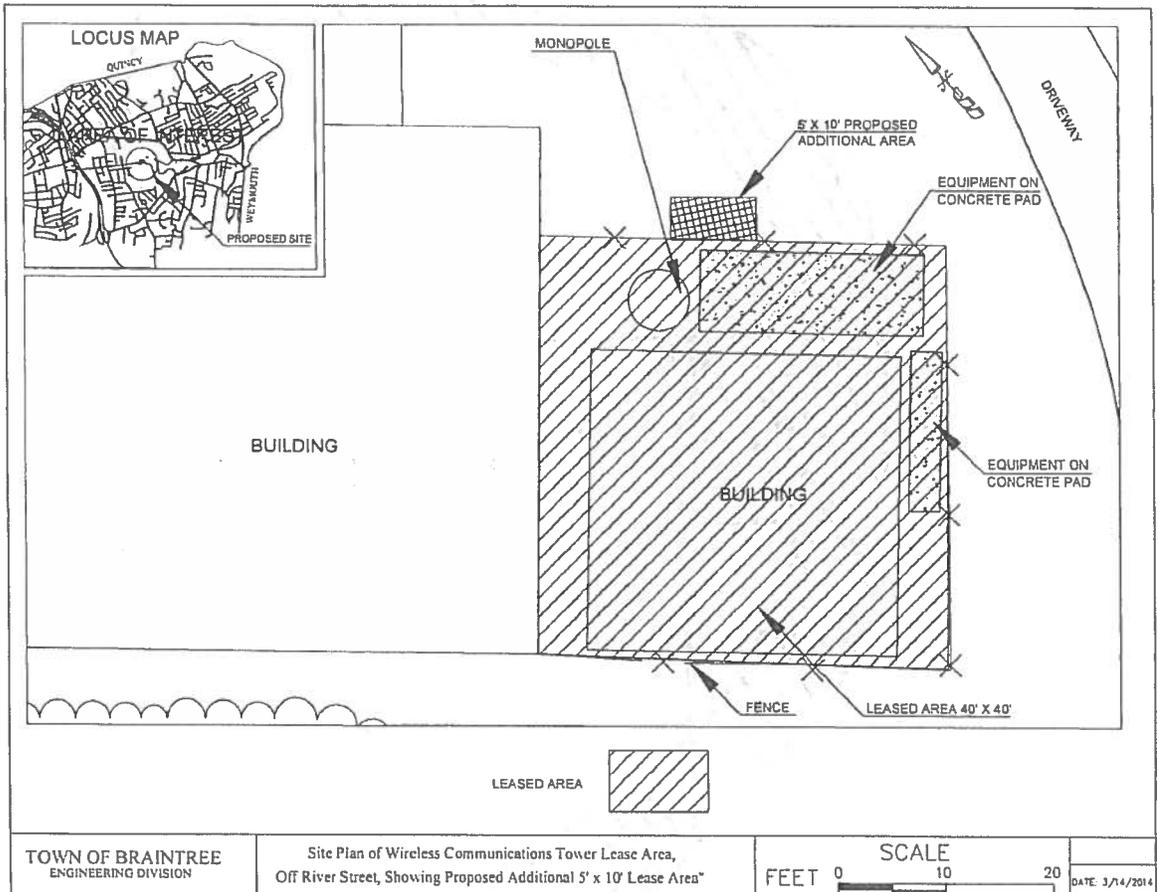
**EXHIBIT 3**

Plan Showing Easement Premises Granted to Crown Castle Atlantic LLC



Approx. Scale: 1.25" = 40'

EXHIBIT 4



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

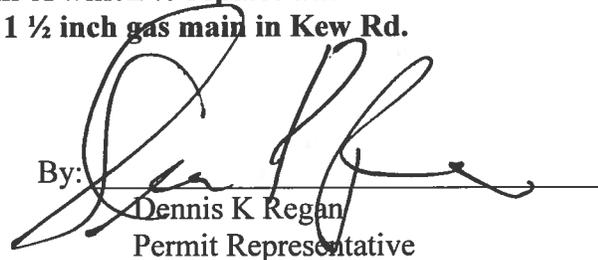
**# 1 4 - 0 2 4**

**Town of Braintree / Town Council:**

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

**To install and maintain approximately 850 feet more or less of 2 inch gas main in Union St., Braintree from the existing 2 inch gas main at house #485 southerly to the existing 2 inch gas main at Middle St. and approximately 250 feet more or less of 2 inch gas main in Strathmore Rd. from the proposed 2 inch gas main in Union St. northerly to house #15 and approximately 225 feet more or less of 2 inch gas main in Kew Rd. from the proposed 2 inch gas main in Strathmore Rd. westerly to the end of the main at house #11. All of which to replace and abandon the 2 inch gas mains in Union St and Strathmore Rd and the 1 ½ inch gas main in Kew Rd.**

Date: April 7, 2014

By:   
Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

**MN # 144-8508**

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

#14-024

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: April 7, 2014

APPLICANT: National Grid

ADDRESS: Various

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
1001 0 15A	375 UNION ST	ERICKSON CARL S	ERICKSON NANCY J TBYE	375 UNION STREET	BRAINTREE	MA	02184
1001 0 15B	415 MIDDLE ST	GALUTEN DAVID S	GALUTEN MICHELLE A.S. T	415 MIDDLE STREET	BRAINTREE	MA	02184
1001 0 16	399 MIDDLE ST	CHURBUCK ELIZABETH J		399 MIDDLE STREET	BRAINTREE	MA	02184
1001 0 16A	387 UNION ST	QUIRKE ANNA MARIE C	QUIRKE PETER J TBYE	387 UNION STREET	BRAINTREE	MA	02184
2011 0 33	11 HAMILTON ST	SHEEHAN PATRICK A	SHEEHAN MARGARET B	11 HAMILTON ST	BRAINTREE	MA	02184
2011 0 35	7 HAMILTON ST	GARVEY THOMAS R	GARVEY RUTH TBYE	7 HAMILTON STREET	BRAINTREE	MA	02184
2011 0 48	30 MILLER ST	LEE HUNG CHI	HUANG MIN TBYE	30 MILLER ST	BRAINTREE	MA	02184
2011 0 50	47 MILLER ST	SHAMSHAK THOMAS J	SHAMSHAK PATRICE M	47 MILLER ST	BRAINTREE	MA	02184
2011 0 51	43 MILLER ST	REANEY ANN M		43 MILLER ST	BRAINTREE	MA	02184
2011 0 52	39 MILLER ST	KAPOLIS NICHOLAS J	KAPOLIS DEMETRA J	39 MILLER STREET	BRAINTREE	MA	02184
2011 0 72	52 WATSON ST	THEOLOGOU PETER	THEOLOGOU ROSE M	52 WATSON ST	BRAINTREE	MA	02184
2011 0 73	56 WATSON ST	MCHUGH KENNETH J	MCHUGH MARIAN E	56 WATSON ST	BRAINTREE	MA	02184
2011 0 74	45 WATSON ST	MILLING ROBERT T TRS	THE ROBERT T MILLING RE'	45 WATSON STREET	BRAINTREE	MA	02184
2011 0 75	41 WATSON ST	GALLAGHER JANIS A		41 WATSON ST	BRAINTREE	MA	02184
2012 0 10	382 MIDDLE ST	KWAN JOHNNY	KWAN IRENE TBYE	382 MIDDLE ST	BRAINTREE	MA	02184
2012 0 11	404 UNION ST	FLAHERTY STEPHEN	FLAHERTY ELIZABETH TB\	404 UNION ST	BRAINTREE	MA	02184
2012 0 11A	408 UNION ST	PHAM TAI H	NGUYEN PHUONG THUONG	408 UNION STREET	BRAINTREE	MA	02184
2012 0 13	412 UNION ST	CONGDON JOHN I LE	BUTLAND SUSAN/HATHAWF	412 UNION ST	BRAINTREE	MA	02184
2012 0 14	4 STRATHMORE RD	CALLAHAN PATRICK	NORMAN CATHERINE L JT:	4 STRATHMORE RD	BRAINTREE	MA	02184
2012 0 15	15 STRATHMORE RD	RUSSELL MICHAEL P	GUTTENBERG NICOLE D JT	15 STRATHMORE RD	BRAINTREE	MA	02184
2012 0 16	11 STRATHMORE RD	ROYSDEN LINDA M COLLINS		11 STRATHMORE ROAD	BRAINTREE	MA	02184
2012 0 17	1 STRATHMORE RD	WELLS THERESA M	WELLS WILLIAM F	1 STRATHMORE RD	BRAINTREE	MA	02184
2012 0 19B	440 UNION ST	ALLEN KELLEY		440 UNION STREET	BRAINTREE	MA	02184
2012 0 19C	446 UNION ST	GUINEY JOHN C	GUINEY KAREN TBYE	446 UNION ST	BRAINTREE	MA	02184
2012 0 19D	452 UNION ST	HALL BRUCE R	HALL PATRICIA M	452 UNION ST	BRAINTREE	MA	02184
2012 0 19E	458 UNION ST	BEATH MARY E		458 UNION ST	BRAINTREE	MA	02184
2012 0 19F	464 UNION ST	DAVIS JESSICA M		464 UNION ST	BRAINTREE	MA	02184
2012 0 19G	476 UNION ST	MCLAUGHLIN DOROTHY ANN		476 UNION ST	BRAINTREE	MA	02184
2012 0 2	360 MIDDLE ST	LETTENEY VICTOR G	LETTENEY JUDITH M TBYE	360 MIDDLE ST	BRAINTREE	MA	02184
2012 0 22	43 STRATHMORE CR	COMEAU PAULA J		43 STRATHMORE CR	BRAINTREE	MA	02184
2012 0 3A	12 KEW RD	DESARIO JOSEPH A	DESARIO JOANNE F	12 KEW RD	BRAINTREE	MA	02184
2012 0 4	12 STRATHMORE RD	NEWMAN JUNE E		12 STRATHMORE RD	BRAINTREE	MA	02184
2012 0 5	21 KEW RD	TAYLOR KENNETH R JR	TAYLOR LYNNEA THODY TI	21 KEW ROAD	BRAINTREE	MA	02184
2012 0 6	17 KEW RD	SON ROBERT LEO JR	SON KRISTIN A TBYE	17 KEW RD	BRAINTREE	MA	02184
2012 0 7	11 KEW RD	MCLEAN DANIEL P	MCLEAN SUSAN E TBYE	11 KEW ROAD	BRAINTREE	MA	02184
2012 0 8	1 KEW RD	BRENNAN STEPHEN	BRENNAN MARIAN TBYE	1 KEW ROAD	BRAINTREE	MA	02184
2012 0 9	374 MIDDLE ST	RYDER THOMAS E	NORTH SHELLEY M JTS	374 MIDDLE ST	BRAINTREE	MA	02184
2014 0 61	376 UNION ST	BOUDREAX MARY ELLEN		376 UNION ST	BRAINTREE	MA	02184
2014 0 65	11 WINSLOW RD	SIMMONS FREDERICK A	SIMMONS TRACEY M TBYE	11 WINSLOW RD	BRAINTREE	MA	02184
2014 0 66	15 WINSLOW RD	HOLLERAN WILLIAM J III	HOLLERAN DEBORAH A TB\	15 WINSLOW RD	BRAINTREE	MA	02184
2014 0 67	19 WINSLOW RD	SUN YAN		19 WINSLOW ROAD	BRAINTREE	MA	02184
2014 0 68	23 WINSLOW RD	GRONDELL MARGARET L		23 WINSLOW RD	BRAINTREE	MA	02184
2014 0 69	27 WINSLOW RD	KILLEN JOHN J	KILLEN BARBARA M TBYE	27 WINSLOW ROAD	BRAINTREE	MA	02184
2014 0 70	385 MIDDLE ST	FLAHERTY DAVID H	GOLDMAN PAULA A TBYE	385 MIDDLE STREET	BRAINTREE	MA	02184
2014 0 70A	391 MIDDLE ST	CHANG IDA/CHANG EDWARD	EDWARDS DANIEL JT	50 LOGAN DRIVE	BRAINTREE	MA	02184

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
2014 0 70B	382 UNION ST	BARRY BRIAN		382 UNION STREET	BRAINTREE	MA	02184
2014 0 70C	UNION ST	CHANG IDA/CHANG EDWARD	EDWARDS DANIEL JT	50 LOGAN DRIVE	BRAINTREE	MA	02184
2014 0 71	373 MIDDLE ST	BURKE STEPHEN R		373 MIDDLE STREET	BRAINTREE	MA	02184
2014 0 72	367 MIDDLE ST	CHAN-SANN LILY		367 MIDDLE STREET	BRAINTREE	MA	02184
2014 0 73	365 MIDDLE ST	DEENEY LIAM PAUL TR	365 MIDDLE STREET REALT	365 MIDDLE STREET	BRAINTREE	MA	02184
2014 0 74	12 TOTNES RD	JOYCE HENRY N	JOYCE MARY P	12 TOTNES RD	BRAINTREE	MA	02184
2014 0 91	379 MIDDLE ST	WADSWORTH STEPHEN D		379 MIDDLE ST	BRAINTREE	MA	02184
3019 0 6A	500 UNION ST	ZAKARIAN CONSTANTIN	ZAKARIAN KOHAR TBYE	500 UNION STREET	BRAINTREE	MA	02184
3027 0 10	521 UNION ST	KELLEY RYAN	HARVEY STEPHANIE TBYE	521 UNION ST	BRAINTREE	MA	02184
3027 0 11	515 UNION ST	TONG RICKY HOI KI	KWOK LAI LAI	515 UNION STREET	BRAINTREE	MA	02184
3027 0 12	509 UNION ST	MURPHY JOHN JOSEPH	MURPHY VIRGINIA F	509 UNION ST	BRAINTREE	MA	02184
3027 0 13	503 UNION ST	FLAHERTY MARCIA J		503 UNION ST	BRAINTREE	MA	02184
3027 0 1F	87 POWDER HILL DR	KHALIFE GEORGE C	KHALIFE SUSAN TBYE	87 POWDER HILL DR	BRAINTREE	MA	02184
3027 0 1G	79 POWDER HILL DR	YANG NIANZU J		79 POWDER HILL DR	BRAINTREE	MA	02184
3027 0 1H	80 POWDER HILL DR	HEPBURN JAMES M	HEPBURN BONITA J	80 POWDER HILL DR	BRAINTREE	MA	02184
3027 0 1I	88 POWDER HILL DR	MCDONOUGH PATRICK J/CATHER	MCDONOUGH CAROLYN	88 POWDER HILL DR	BRAINTREE	MA	02184
3027 0 1J	96 POWDER HILL DR	BURKE JOANNE H		96 POWDER HILL DRIVE	BRAINTREE	MA	02184
3027 0 1S	POWDER HILL DR	DOWNEY CHARLES J JR		POWDER HILL DRIVE	BRAINTREE	MA	02184
3028B 0 10	414 MIDDLE ST	DEVOE ROBERT	DEVOE MICHAEL J JTS	414 MIDDLE ST	BRAINTREE	MA	02184
3028B 0 11	406 MIDDLE ST	YELMOKAS ANTHONY F	YELMOKAS DORREN M	406 MIDDLE STREET	BRAINTREE	MA	02184
3028B 0 12	401 UNION ST	METRO EDMOND R	METRO JOAN R	401 UNION ST	BRAINTREE	MA	02184
3028B 0 12A	REAR UNION ST	VASILAKOS PETER	VASILAKOS SOPHIA	351 LISLE STREET	BRAINTREE	MA	02184
3028B 0 74	351 LISLE ST	VASILAKOS PETER	VASILAKOS SOPHIA	351 LISLE STREET	BRAINTREE	MA	02184
3028D 0 13C	32 POWDER HILL DR	DALTON WILLIAM P	DALTON TERRI C TBYE	32 POWDER HILL DRIVE	BRAINTREE	MA	02184
3028D 0 13D	40 POWDER HILL DR	VAN TASSELL THERESA M	VAN TASSELL ROBERT F	40 POWDER HILL DRIVE	BRAINTREE	MA	02184
3028D 0 13E	48 POWDER HILL DR	HARTMANN JOHN E		48 POWDER HILL DR	BRAINTREE	MA	02184
3028D 0 13F	56 POWDER HILL DR	ZHENG MAO CHONG	DAI YUEHUA TBYE	56 POWDER HILL DR	BRAINTREE	MA	02184
3028D 0 13G	64 POWDER HILL DR	KURTZ JOSEPH R	KURTZ HINDA R	64 POWDER HILL DR	BRAINTREE	MA	02184
3028D 0 13H	72 POWDER HILL DR	HOBBS BRADFORD S		72 POWDER HILL DR	BRAINTREE	MA	02184
3028D 0 13I	75 POWDER HILL DR	SHARIS MICHAEL	SHARIS TRACEY TBYE	79 POWDER HILL DRIVE	BRAINTREE	MA	02184
3028D 0 13J	63 POWDER HILL DR	PICCOLO BRIAN S	PICCOLO KERRY ANN TBYE	63 POWDER HILL RD	BRAINTREE	MA	02184
3028D 0 13K	55 POWDER HILL DR	PACINO ROBERT A TRS	PACINO JOANN CAMPO TRS	55 POWDERHILL DRIVE	BRAINTREE	MA	02184
3028D 0 13L	47 POWDER HILL DR	GAVIANI VIRIGINIA LE	MALCOLMSON MARILYN TF	47 POWDER HILL DR	BRAINTREE	MA	02184
3028D 0 13P	15 POWDER HILL DR	FROIO JONATHAN E		21 POWDER HILL DR	BRAINTREE	MA	02184
3028D 0 14A	441 UNION ST	AUBREY GARY D		441 UNION ST	BRAINTREE	MA	02184
3028D 0 16	455 UNION ST	LE CHUNG HUY	LE AMY UYEN TBYE	455 UNION STREET	BRAINTREE	MA	02184
3028D 0 17	463 UNION ST	OBRIEN JOHN T		463 UNION ST	Braintree	MA	02184
3028D 0 18	423 UNION ST	O'BRIEN JOHN T	O'BRIEN MARY F	423 UNION STREET	BRAINTREE	MA	02184
3028D 0 19	429 UNION ST	MCCONNON WILLIAM J	MCCONNON JEANNE	429 UNION STREET	BRAINTREE	MA	02184
3028D 0 20	437 UNION ST	LOFTUS MICHAEL J	PELLERIN KRISTINA R JTS	437 UNION STREET	BRAINTREE	MA	02184
3028D 0 21	471 UNION ST	CAMERON SCOTT		471 UNION ST	BRAINTREE	MA	02184
3028D 0 22	477 UNION ST	COSGRAVE MARY ANN		477 UNION ST	BRAINTREE	MA	02184
3028D 0 23	485 UNION ST	CAMPBELL PHILIP	CAMPBELL EILEEN N	485 UNION ST	BRAINTREE	MA	02184

## AbutterSearchResults

## Abutters List

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 2012 0 11      DATE: 3/27/2014  
 LOCUS OWNER: Fiaherly Stephen      CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 404 UNION ST      CONTACT PHONE #: \_\_\_\_\_

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Custom (parcels within a user defined distance)

<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
2012 0 8	1 KEW RD	Brennan Stephen	1 Kew Road	Braintree	MA	02184
2012 0 7	11 KEW RD	Mclean Daniel P	11 Kew Road	Braintree	MA	02184
2012 0 3A	12 KEW RD	Desario Joseph A	12 Kew Rd	Braintree	MA	02184
2012 0 6	17 KEW RD	Son Robert Leo Jr	17 Kew Rd	Braintree	MA	02184
2012 0 5	21 KEW RD	Taylor Kenneth R Jr	21 Kew Road	Braintree	MA	02184
3028B 0 74	351 LISLE ST	Vasiliakos Peter	351 Lisle Street	Braintree	MA	02184
2012 0 2	380 MIDDLE ST	Lettaney Victor G	380 Middle St	Braintree	MA	02184
2014 0 73	365 MIDDLE ST	Kehoe Margaret	365 Middle St	Braintree	MA	02184
2014 0 72	387 MIDDLE ST	Chan-sann Lily	387 Middle Street	Braintree	MA	02184
2014 0 71	373 MIDDLE ST	Burke Stephen R	373 Middle Street	Braintree	MA	02184
2012 0 9	374 MIDDLE ST	Ryder Thomas E	374 Middle St	Braintree	MA	02184
2014 0 91	379 MIDDLE ST	Wadsworth Stephen D	379 Middle St	Braintree	MA	02184
2012 0 10	382 MIDDLE ST	Kwan Johnny	382 Middle St	Braintree	MA	02184
2014 0 70	385 MIDDLE ST	Fiaherly David H	385 Middle Street	Braintree	MA	02184
2014 0 70A	391 MIDDLE ST	Chang Ida/chang Edward	50 Logan Drive	Braintree	MA	02184
1001 0 16	399 MIDDLE ST	Churbuck Elizabeth J	399 Middle Street	Braintree	MA	02184
3028B 0 11	406 MIDDLE ST	Yeimokas Anthony F	406 Middle Street	Braintree	MA	02184
3028B 0 10	414 MIDDLE ST	Devoe Robert	414 Middle St	Braintree	MA	02184
1001 0 15B	415 MIDDLE ST	Galuten David S	415 Middle Street	Braintree	MA	02184
3028D 0 13P	15 POWDER HILL DR	Frolo Jonathan E	21 Powder Hill Dr	Braintree	MA	02184
3028D 0 13C	32 POWDER HILL DR	Dalton William P	32 Powder Hill Drive	Braintree	MA	02184
2012 0 17	1 STRATHMORE RD	Wells Theresa M	1 Strathmore Rd	Braintree	MA	02184
2012 0 14	4 STRATHMORE RD	Callahan Patrick	4 Strathmore Rd	Braintree	MA	02184
2012 0 16	11 STRATHMORE RD	Roydsen Linda M Collins	11 Strathmore Road	Braintree	MA	02184
2012 0 4	12 STRATHMORE RD	Newman June E	12 Strathmore Rd	Braintree	MA	02184
2012 0 15	15 STRATHMORE RD	Russell Michael P	15 Strathmore Rd	Braintree	MA	02184
2014 0 74	12 TOTNES RD	Joyce Henry N	12 Totnes Rd	Braintree	MA	02184
1001 0 15A	375 UNION ST	Erickson Carl S	375 Union Street	Braintree	MA	02184
2014 0 61	376 UNION ST	Bruce Roberta M S	376 Union St	Braintree	MA	02184
2014 0 70B	382 UNION ST	Barry Brian	382 Union Street	Braintree	MA	02184
1001 0 16A	387 UNION ST	Quirke Anna Marie C	387 Union Street	Braintree	MA	02184
3028B 0 12	401 UNION ST	Metro Edmond R	401 Union St	Braintree	MA	02184
2012 0 11A	408 UNION ST	Pham Tai H	408 Union Street	Braintree	MA	02184
2012 0 13	412 UNION ST	Hathaway Nancy J	412 Union St	Braintree	MA	02184
3028D 0 18	423 UNION ST	O'brien John T	423 Union Street	Braintree	MA	02184
3028D 0 19	429 UNION ST	Mcconnon William J	429 Union Street	Braintree	MA	02184
3028D 0 20	437 UNION ST	Loftus Michael J	437 Union Street	Braintree	MA	02184
3028D 0 14A	441 UNION ST	Aubrey Gary D	441 Union St	Braintree	MA	02184
2014 0 70C	UNION ST	Chang Ida/chang Edward	50 Logan Drive	Braintree	MA	02184
3028B 0 12A	REAR UNION ST	Vasiliakos Peter	351 Lisle Street	Braintree	MA	02184
2014 0 65	11 WINSLOW RD	Simmons Frederick A	11 Winslow Rd	Braintree	MA	02184
2014 0 66	15 WINSLOW RD	Holleran William J Iii	15 Winslow Rd	Braintree	MA	02184
2014 0 67	19 WINSLOW RD	Sun Yan	19 Winslow Road	Braintree	MA	02184
2014 0 68	23 WINSLOW RD	Grondell Margaret L	23 Winslow Rd	Braintree	MA	02184
2014 0 69	27 WINSLOW RD	Killen John J	27 Winslow Road	Braintree	MA	02184

## DISCLAIMER

ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

## AbutterSearchResults

## Abutters List

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 3028D 0 23      DATE: 3/27/2014  
 LOCUS OWNER: Campbell Phillip      CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 485 UNION ST      CONTACT PHONE #: \_\_\_\_\_

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Custom (parcels within a user defined distance)

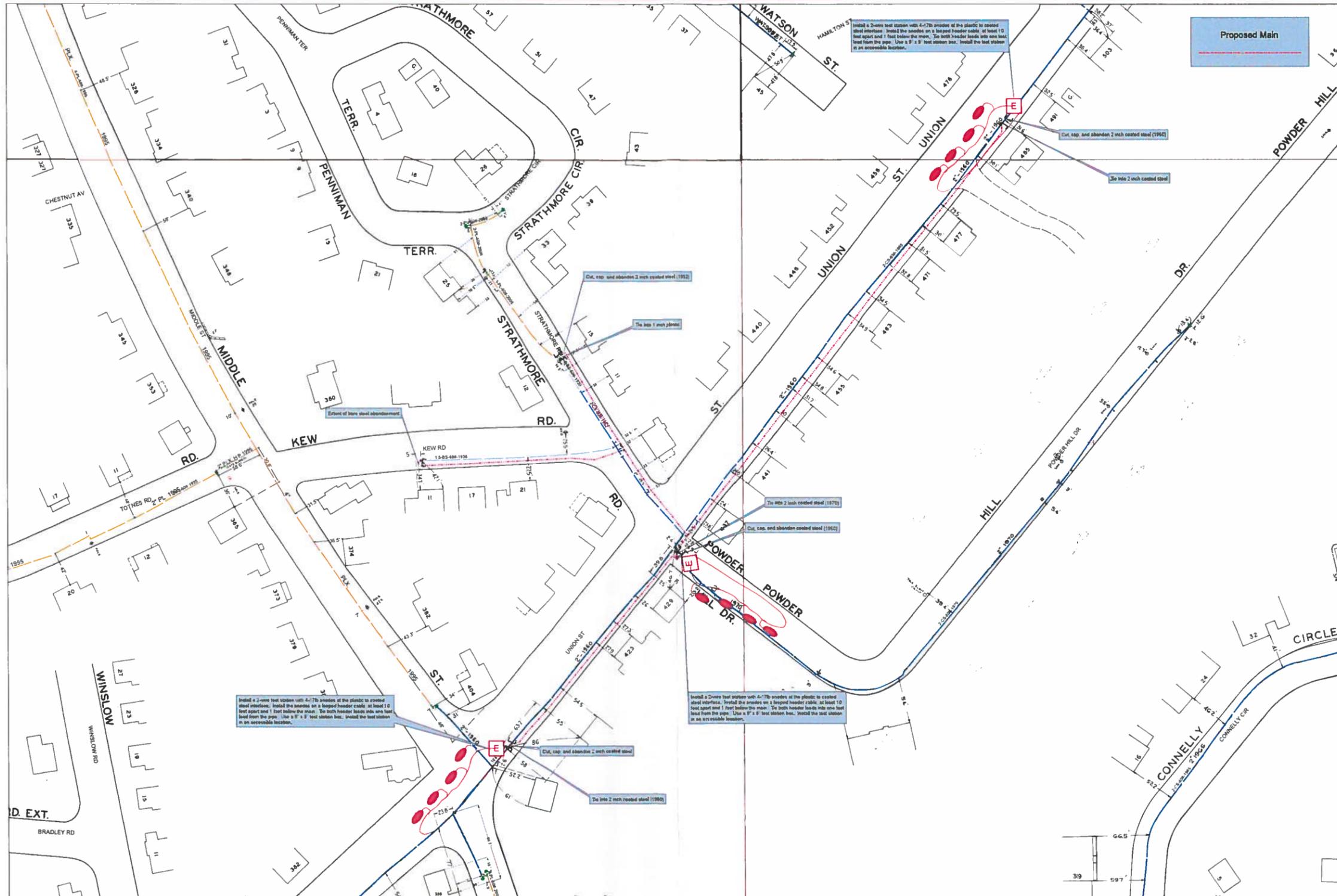
<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
2011 0 35	7 HAMILTON ST	Garvey Thomas R	7 Hamilton Street	Braintree	MA	02184
2011 0 33	11 HAMILTON ST	Sheehan Patrick A	11 Hamilton St	Braintree	MA	02184
2011 0 48	30 MILLER ST	Lee Hung Chi	30 Miller St	Braintree	MA	02184
2011 0 52	39 MILLER ST	Kapols Nicholas J	39 Miller Street	Braintree	MA	02184
2011 0 51	43 MILLER ST	Reaney Ann M	43 Miller St	Braintree	MA	02184
2011 0 50	47 MILLER ST	Shamshak Thomas J	47 Miller St	Braintree	MA	02184
3028D 0 13D	40 POWDER HILL DR	Van Tassell Theresa M	40 Powder Hill Drive	Braintree	MA	02184
3028D 0 13L	47 POWDER HILL DR	Gaviani Virginia le	47 Powder Hill Dr	Braintree	MA	02184
3028D 0 13E	48 POWDER HILL DR	Hartmann John E	48 Powder Hill Dr	Braintree	MA	02184
3028D 0 13K	55 POWDER HILL DR	Pacino Robert A Trs	55 Powderhill Drive	Braintree	MA	02184
3028D 0 13F	56 POWDER HILL DR	Zheng Mao Chong	56 Powder Hill Dr	Braintree	MA	02184
3028D 0 13J	63 POWDER HILL DR	Piccoto Brian S	63 Powder Hill Rd	Braintree	MA	02184
3028D 0 13G	64 POWDER HILL DR	Kurtz Joseph R	64 Powder Hill Dr	Braintree	MA	02184
3028D 0 13H	72 POWDER HILL DR	Hobbs Bradford S	72 Powder Hill Dr	Braintree	MA	02184
3028D 0 13I	75 POWDER HILL DR	Sharis Michael	79 Powder Hill Drive	Braintree	MA	02184
3027 0 1G	79 POWDER HILL DR	Yang Nianzu J	79 Powder Hill Dr	Braintree	MA	02184
3027 0 1H	80 POWDER HILL DR	Hepburn James M	80 Powder Hill Dr	Braintree	MA	02184
3027 0 1F	87 POWDER HILL DR	Khalife George C	87 Powder Hill Dr	Braintree	MA	02184
3027 0 1I	88 POWDER HILL DR	Mcdonough Patrick J/catherine	88 Powder Hill Dr	Braintree	MA	02184
3027 0 1J	96 POWDER HILL DR	Burke Joanne H	96 Powder Hill Drive	Braintree	MA	02184
3027 0 1S	POWDER HILL DR	Downey Charles J Jr	Powder Hill Drive	Braintree	MA	02184
2012 0 22	43 STRATHMORE CR	Comeau Paula J	43 Strathmore Cr	Braintree	MA	02184
2012 0 19B	440 UNION ST	Allen Charles	440 Union Street	Braintree	MA	02184
2012 0 19C	446 UNION ST	Guiney John C	446 Union St	Braintree	MA	02184
2012 0 19D	452 UNION ST	Hall Bruce R	452 Union St	Braintree	MA	02184
3028D 0 16	455 UNION ST	Le Chung Huy	455 Union Street	Braintree	MA	02184
2012 0 19E	458 UNION ST	Beath Mary E	458 Union St	Braintree	MA	02184
3028D 0 17	463 UNION ST	Obrien John T	463 Union St	Braintree	MA	02184
2012 0 19F	464 UNION ST	Davis Jessica M	464 Union St	Braintree	MA	02184
3028D 0 21	471 UNION ST	Cameron Scott	471 Union St	Braintree	MA	02184
2012 0 19G	476 UNION ST	Mclaughlin Dorothy Ann	476 Union St	Braintree	MA	02184
3028D 0 22	477 UNION ST	Cosgrave Mary Ann	477 Union St	Braintree	MA	02184
3019 0 8A	500 UNION ST	Zakarian Constantin	500 Union Street	Braintree	MA	02184
3027 0 13	503 UNION ST	Fleherly Marcia J	503 Union St	Braintree	MA	02184
3027 0 12	509 UNION ST	Murphy John Joseph	509 Union St	Braintree	MA	02184
3027 0 11	515 UNION ST	Donoghue Louise M	515 Union St	Braintree	MA	02184
3027 0 10	521 UNION ST	Cordeiro Kevin A	521 Union St	Braintree	MA	02184
2011 0 75	41 WATSON ST	Gallagher Janis A	41 Watson St	Braintree	MA	02184
2011 0 74	45 WATSON ST	Milling Robert T trs	45 Watson Street	Braintree	MA	02184
2011 0 72	52 WATSON ST	Theologou Peter	52 Watson St	Braintree	MA	02184
2011 0 73	56 WATSON ST	Mchugh Kenneth J	56 Watson St	Braintree	MA	02184

## DISCLAIMER

ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

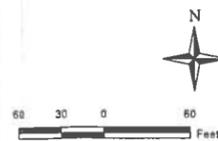
- PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.
- CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



**ENGINEERING DESIGN - Proposed Scope of Work**

404-485 UNION ST, BRA, 11-15 STRATHMORE RD & KEW

As part of the FY14/15 BSMNRPL Program, Main and Service Replacement recommends the relay of  
 Aprx 850 feet of 2 inch, 60 psig coated steel (1960) in Union St with 2 inch plastic from #485 Union St to Middle St  
 Aprx 205 feet of 2 inch, 60 psig coated steel (1952/1960) and 45 feet of 2 inch 60 psig bare steel (1930)  
 in Stratmore Rd with 250 feet of 2 inch plastic from Union St to #15 Stratmore Rd  
 Aprx 225 feet of 1.5 inch, 60 psig bare steel (1935) in Kew Rd with 2 inch plastic from Stratmore Rd to EOM



NOTE: The location of surface and underground objects shown are not warranted to be correct.

ENGINEER	NPVV	SIZE	2 Inch
DATE	09/11/2013	MATERIAL	Plastic
LENGTH	1280 Feet	PRESSURE	60 PSIG
SECTIONALS	BRAT1523		924838
	BRAT1522	WORK ORDER #	

ArcFM  
**nationalgrid**

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

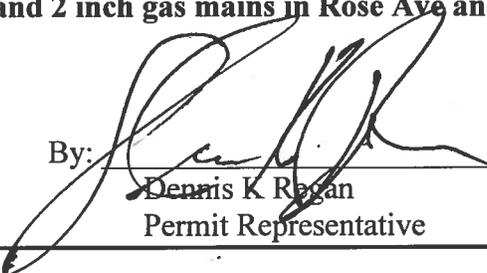
**# 1 4 - 0 2 5**

**Town of Braintree / Town Council:**

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

**To install and maintain approximately 400 feet more or less of 2 inch gas main in Rose Ave, Braintree from the existing 2 inch gas main at Pond St., southerly to the existing 2 inch gas main at house #17 and approximately 845 feet more or less of a 2 inch gas main in Fairview Ave from the existing 2 inch gas main at Pond St. southerly to the end of the main at house #42. All of which to replace and abandon the existing 1 ½ inch and 2 inch gas mains in Rose Ave and Fairview Ave.**

Date: April 7, 2014

By:   
Dennis K. Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

MN # 144-8508

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

#14-025

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: April 7, 2014  
APPLICANT: National Grid  
ADDRESS: Various

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 *(ms)*

**Robert M. Cusack**  
**Chairman**

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1040 0 18	15 FAIRVIEW AV	KENNEALLY PAUL	KENNEALLY COLLETTE P	15 FAIRVIEW AVENUE	BRAINTREE	MA	02184
1040 0 20	13 FAIRVIEW AV	DELPICO GLORIA J		13 FAIRVIEW AVENUE	BRAINTREE	MA	02184
1040 0 22	9 11 FAIRVIEW AV	FRASER GAIL MARIE	FRASER ROBERT L	9-11 FAIRVIEW AVENUE	BRAINTREE	MA	02184
1040 0 24	3 FAIRVIEW AV	BELLINO JOSEPH	BELLINO DOLORES M TBYE	11 ZANA PARK DRIVE	BRAINTREE	MA	02184
1040 0 25	120 POND ST	FACELLA DAWN/ROBERT	BADMINGTON CLAIRE/ROBE	120 POND STREET	BRAINTREE	MA	02184
1040 0 26	122 POND ST	TAGUE LINDA C		122 POND STREET	BRAINTREE	MA	02184
1040 0 27	4 ROSE AV	MACDONALD BARRY S	MACDONALD ANN F TB'	114 WALNUT STREET	BRAINTREE	MA	02184
1040 0 28	8 ROSE AV	MARINILLI NUNZIO	MARINILLI SHEREE TBYE	24 WOODLAND ROAD	BRAINTREE	MA	02184
1040 0 30	ROSE AV	VELLA CARLYN A TRUSTEE	AJZ REALTY TRUST	16 DORIS ROAD	BRAINTREE	MA	02184
1040 0 31	20 ROSE AV	KERNS MICHAEL	PETERSON KRISTINE E JTS	20 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 33	40 ROSE AV	DEMARCO JAMES P	OLIVERIO-DEMARCO JACQU	40 ROSE AVE	BRAINTREE	MA	02184
1040 0 37	21 ROSE AV	GILL JOHN J	GILL DONALDA H	21 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 40	17 ROSE AV	VELLA CARLYN A TRUSTEE	AJZ REALTY TRUST	16 DORIS ROAD	BRAINTREE	MA	02184
1040 0 41	15 ROSE AV	PARSLEY JEAN M		15 ROSE AVE	BRAINTREE	MA	02184
1040 0 42	11 ROSE AV	WANG JIAN		11 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 43	7 ROSE AV	BURKARD MICHAEL A		7 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 44	5 ROSE AV	DONNELLY STEPHEN V		5 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 45	3 ROSE AV	GEAR KENNETH	GEAR ANNETTE	3 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 6	105 POND ST	MESSINA RESIDENTIAL PROPERT		PO BOX 859059	BRAINTREE	MA	02185
1040 0 6B	109 POND ST	MESSINA RESIDENTIAL PROPERT		PO BOX 859059	BRAINTREE	MA	02185
1040 0 7	121 POND ST	VARRASO CHARLES A	VARRASO TINA M TBYE	121 POND STREET	BRAINTREE	MA	02184
1040 0 7A	115 POND ST	BURNS ANN E		115 POND STREET	BRAINTREE	MA	02184
1040 0 7B	117 POND ST	BARESE ALBERT F	BARESE DIANE TBYE	117 POND STREET	BRAINTREE	MA	02184
1040 0 8	90 POND ST	BRAINTREE TOWN OF		1JFK MEMORIAL DRIVE	BRAINTREE	MA	02184
1040 0 9	POND ST	BRAINTREE TOWN OF		1 JFK MEMORIAL DRIVE	BRAINTREE	MA	02184
1041 0 21	143 POND ST	FURNESS KATHLEEN M		56 TREMONT STREET	BRAINTREE	MA	02184
1041 0 22	131 POND ST	MUNNIS ROBERT P	MUNNIS PHYLLIS A	131 POND STREET	BRAINTREE	MA	02184
1041 0 22A	127 POND ST	HATCH ROGER H TR	HATCH POND STREET NOM	127 POND STREET	BRAINTREE	MA	02184
1041 0 22B	131A POND ST	FARINA MARK M	FARINA THERESA B TBYE	131A POND STREET	BRAINTREE	MA	02184
1041 0 22C	127A POND ST	MUCCINI ROBERT A	MUCCINI PATRICIA A	127A POND STREET	BRAINTREE	MA	02184
1041 0 23	132 POND ST	SALEH YASER	HASSAN ELHAM TBYE	50 GRAY TERRACE	BRAINTREE	MA	02184
1041 0 24	136 POND ST	BOTHWELL TIMOTHY	BERNARDI JAIME JTS	136 POND STREET	BRAINTREE	MA	02184
1041 0 25	140 POND ST	BLANDIN WILLIAM R		140 POND ST	BRAINTREE	MA	02184
1041 0 26	144 POND ST	KEEFE BRIAN M	SHEEHAN ERIN A JTS	144 POND STREET	BRAINTREE	MA	02184
1041 0 27	150 POND ST	RUFO MICHAEL		150 POND STREET	BRAINTREE	MA	02184
1041 0 28	156 POND ST	GRASSO JOSEPH LES	GRASSO JOSEPH JR	156 POND STREET	BRAINTREE	MA	02184
1062 0 153	SHERIDAN RD	BRAINTREE TOWN OF	CONSERVATION COMMITTEE	TOWN HALL	BRAINTREE	MA	02184
1062 0 17	32 WAYNE AV	MCAULIFFE DARRIN	COSTIGAN CECELIA	32 WAYNE AVENUE	BRAINTREE	MA	02184
1062 0 52	WAYNE AV	BRAINTREE TOWN OF	CONSERVATION COMMITTEE	TOWN HALL	BRAINTREE	MA	02184

#14-025

**End of Report**

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1040 0 18	15 FAIRVIEW AV	KENNEALLY PAUL	KENNEALLY COLLETTE P	15 FAIRVIEW AVENUE	BRAINTREE	MA	02184
1040 0 20	13 FAIRVIEW AV	DELPICO GLORIA J		13 FAIRVIEW AVENUE	BRAINTREE	MA	02184
1040 0 22	9 11 FAIRVIEW AV	FRASER GAIL MARIE	FRASER ROBERT L	9-11 FAIRVIEW AVENUE	BRAINTREE	MA	02184
1040 0 24	3 FAIRVIEW AV	BELLINO JOSEPH	BELLINO DOLORES M TBYE	11 ZANA PARK DRIVE	BRAINTREE	MA	02184
1040 0 25	120 POND ST	FACELLA DAWN/ROBERT	BADMINGTON CLAIRE/ROBE	120 POND STREET	BRAINTREE	MA	02184
1040 0 26	122 POND ST	TAGUE LINDA C		122 POND STREET	BRAINTREE	MA	02184
1040 0 27	4 ROSE AV	MACDONALD BARRY S	MACDONALD ANN F TBYE	114 WALNUT STREET	BRAINTREE	MA	02184
1040 0 28	8 ROSE AV	MARINILLI NUNZIO	MARINILLI SHEREE TBYE	24 WOODLAND ROAD	BRAINTREE	MA	02184
1040 0 30	ROSE AV	VELLA CARLYN A TRUSTEE	AJZ REALTY TRUST	16 DORIS ROAD	BRAINTREE	MA	02184
1040 0 31	20 ROSE AV	KERNS MICHAEL	PETERSON KRISTINE E JTS	20 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 33	40 ROSE AV	DEMARCO JAMES P	OLIVERIO-DEMARCO JACQI	40 ROSE AVE	BRAINTREE	MA	02184
1040 0 37	21 ROSE AV	GILL JOHN J	GILL DONALDA H	21 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 40	17 ROSE AV	VELLA CARLYN A TRUSTEE	AJZ REALTY TRUST	16 DORIS ROAD	BRAINTREE	MA	02184
1040 0 41	15 ROSE AV	PARSLEY JEAN M		15 ROSE AVE	BRAINTREE	MA	02184
1040 0 42	11 ROSE AV	WANG JIAN		11 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 43	7 ROSE AV	BURKARD MICHAEL A		7 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 44	5 ROSE AV	DONNELLY STEPHEN V		5 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 45	3 ROSE AV	GEAR KENNETH	GEAR ANNETTE	3 ROSE AVENUE	BRAINTREE	MA	02184
1040 0 6	105 POND ST	MESSINA RESIDENTIAL PROPERT		PO BOX 859059	BRAINTREE	MA	02185
1040 0 6B	109 POND ST	MESSINA RESIDENTIAL PROPERT		PO BOX 859059	BRAINTREE	MA	02185
1040 0 7	121 POND ST	VARRASO CHARLES A	VARRASO TINA M TBYE	121 POND STREET	BRAINTREE	MA	02184
1040 0 7A	115 POND ST	BURNS ANN E		115 POND STREET	BRAINTREE	MA	02184
1040 0 7B	117 POND ST	BARESE ALBERT F	BARESE DIANE TBYE	117 POND STREET	BRAINTREE	MA	02184
1040 0 8	90 POND ST	BRAINTREE TOWN OF		1JFK MEMORIAL DRIVE	BRAINTREE	MA	02184
1040 0 9	POND ST	BRAINTREE TOWN OF		1 JFK MEMORIAL DRIVE	BRAINTREE	MA	02184
1041 0 21	143 POND ST	FURNESS KATHLEEN M		56 TREMONT STREET	BRAINTREE	MA	02184
1041 0 22	131 POND ST	MUNNIS ROBERT P	MUNNIS PHYLLIS A	131 POND STREET	BRAINTREE	MA	02184
1041 0 22A	127 POND ST	HATCH ROGER H TR	HATCH POND STREET NOM	127 POND STREET	BRAINTREE	MA	02184
1041 0 22B	131A POND ST	FARINA MARK M	FARINA THERESA B TBYE	131A POND STREET	BRAINTREE	MA	02184
1041 0 22C	127A POND ST	MUCCINI ROBERT A	MUCCINI PATRICIA A	127A POND STREET	BRAINTREE	MA	02184
1041 0 23	132 POND ST	SALEH YASER	HASSAN ELHAM TBYE	50 GRAY TERRACE	BRAINTREE	MA	02184
1041 0 24	136 POND ST	BOTHWELL TIMOTHY	BERNARDI JAIME JTS	136 POND STREET	BRAINTREE	MA	02184
1041 0 25	140 POND ST	BLANDIN WILLIAM R		140 POND ST	BRAINTREE	MA	02184
1041 0 26	144 POND ST	KEEFE BRIAN M	SHEEHAN ERIN A JTS	144 POND STREET	BRAINTREE	MA	02184
1041 0 27	150 POND ST	RUFO MICHAEL		150 POND STREET	BRAINTREE	MA	02184
1041 0 28	156 POND ST	GRASSO JOSEPH LES	GRASSO JOSEPH JR	156 POND STREET	BRAINTREE	MA	02184
1062 0 153	SHERIDAN RD	BRAINTREE TOWN OF	CONSERVATION COMMITTE	TOWN HALL	BRAINTREE	MA	02184
1062 0 17	32 WAYNE AV	MCAULIFFE DARRIN	COSTIGAN CECELIA	32 WAYNE AVENUE	BRAINTREE	MA	02184
1062 0 52	WAYNE AV	BRAINTREE TOWN OF	CONSERVATION COMMITTE	TOWN HALL	BRAINTREE	MA	02184

#14 - 025

End of Report

**Abutters List**

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 1040 0 27                      DATE: 3/27/2014  
 LOCUS OWNER: Macdonald Barry S              CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 4 ROSE AV                      CONTACT PHONE #: \_\_\_\_\_

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

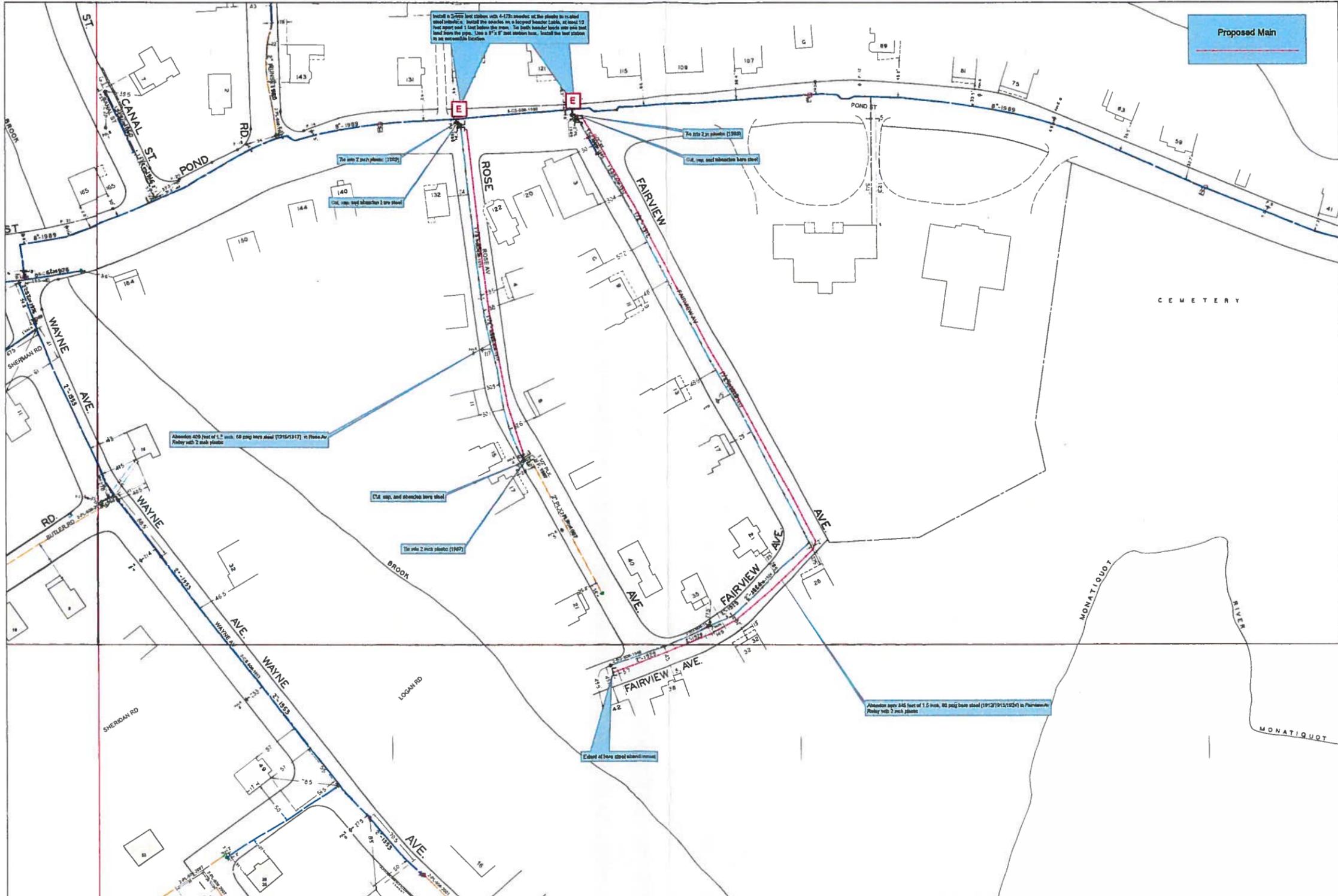
Default (parcels within 300 feet)

<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1040 0 24	3 FAIRVIEW AV	N'cosia nancy G Trustee	3 Fairview Avenue	Braintree	MA	02184
1040 0 22	9 FAIRVIEW AV	Fraser Gail Marie	9-11 Fairvaiv Avenue	Braintree	MA	02184
1040 0 20	13 FAIRVIEW AV	Delpico Gloria J	13 Fairview Avenue	Braintree	MA	02184
1040 0 18	15 FAIRVIEW AV	Kenneally Pau	15 Fairview Avenue	Braintree	MA	02184
1040 0 8	90 POND ST	Braintree Town Of	1Jfk Memorial Drive	Braintree	MA	02184
1040 0 6	105 POND ST	Messina Residential Properties Llc	Po Box 859059	Braintree	MA	02185
1040 0 6B	109 POND ST	Messina Residential Properties Llc	Po Box 859059	Braintree	MA	02185
1040 0 7A	115 POND ST	Burns Ann E	115 Pond Street	Braintree	MA	02184
1040 0 7B	117 POND ST	Barese Albert F	117 Pond Street	Braintree	MA	02184
1040 0 25	120 POND ST	Facella Dawn/robert	120 Pond Street	Braintree	MA	02184
1040 0 7	121 POND ST	Varraso Charles A	121 Pond Street	Braintree	MA	02184
1040 0 26	122 POND ST	Tague Linda C	122 Pond Street	Braintree	MA	02184
1041 0 22A	127 POND ST	Hatch Roger H Tr	127 Pond Street	Braintree	MA	02184
1041 0 22	131 POND ST	Munnis Robert P	131 Pond Street	Braintree	MA	02184
1041 0 23	132 POND ST	Saleh Yaser	50 Gray Terrace	Braintree	MA	02184
1041 0 24	136 POND ST	Bothwell Timothy	136 Pond Street	Braintree	MA	02184
1041 0 25	140 POND ST	Blandin William R	300 East Squantum St	Quincy	MA	02171
1041 0 21	143 POND ST	Furness Kathleen M	56 Tremont Street	Braintree	MA	02184
1041 0 26	144 POND ST	Keefe Brian M	144 Pond Street	Braintree	MA	02184
1041 0 27	150 POND ST	Rufo Michael	150 Pond Street	Braintree	MA	02184
1041 0 28	156 POND ST	Grasso Joseph Les	156 Pond Street	Braintree	MA	02184
1041 0 22C	127A POND ST	Muccini Robert A	127a Pond Street	Braintree	MA	02184
1041 0 22B	131A POND ST	Farina Mark M	131a Pond Street	Braintree	MA	02184
1040 0 9	POND ST	Braintree Town Of	1 Jfk Memorial Drive	Braintree	MA	02184
1040 0 45	3 ROSE AV	Gear Kenneth	3 Rose Avenue	Braintree	MA	02184
1040 0 44	5 ROSE AV	Donnelly Stephen V	5 Rose Avenue	Braintree	MA	02184
1040 0 43	7 ROSE AV	Giannone Family Realty Trust	7 Rose Avenue	Braintree	MA	02184
1040 0 28	8 ROSE AV	Merinilli Nunzio	24 Woodland Road	Braintree	MA	02184
1040 0 42	11 ROSE AV	Wang Jian	11 Rose Avenue	Braintree	MA	02184
1040 0 41	15 ROSE AV	Rlordon Emily	15 Rose Ave	Braintree	MA	02184
1040 0 40	17 ROSE AV	Vella Carlyn A Trustee	16 Doris Road	Braintree	MA	02184
1040 0 31	20 ROSE AV	Kems Michael	20 Rose Avenue	Braintree	MA	02184
1040 0 37	21 ROSE AV	Gill John J	21 Rose Avenue	Braintree	MA	02184
1040 0 33	40 ROSE AV	Lorusso Michael A/evelyn M	50 Dana Drive	Hanover	MA	02339
1040 0 30	ROSE AV	Vella Carlyn A Trustee	16 Doris Road	Braintree	MA	02184
1062 0 153	SHERIDAN RD	Braintree Town Of	Town Hall	Braintree	MA	02184
1062 0 17	32 WAYNE AV	Mcauliffe Darrin	32 Wayne Avenue	Braintree	MA	02184
1062 0 52	WAYNE AV	Braintree Town Of	Town Hall	Braintree	MA	02184

**DISCLAIMER**  
 ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

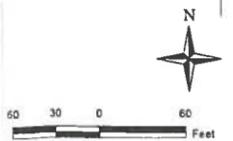
• PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.  
 • CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



**ENGINEERING DESIGN - Proposed Scope of Work**

4-17 ROSE AV, BRA, & 3-42 FAIRVIEW AV

As part of the FY14/15 BSMNRPL Program, Main and Service Replacement recommends the relay of aprx 400 feet of 1.5 inch, 60 psig bare steel (1915/1917) with 2 inch plastic in Rose Av from Pond St to the ext 2 inch plastic at #17 Rose Av, and aprx 845 feet of 1.5 inch, 60 psig bare steel (1912/1913/1924) with 2 inch plastic in Fairview Av from Pond St to the end of main at #42 Fairview Av.



NOTE: The location of surface and underground objects shown are not warranted to be correct.

ENGINEER	NPVW	SIZE	2 Inch	ArcFM <b>nationalgrid</b>
DATE	08/22/2013	MATERIAL	Plastic	
LENGTH	1245 Feet	PRESSURE	60 PSIG	
SECTIONALS	BRAT1479	WORK ORDER #	924480	

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

**# 1 4 - 0 2 6**

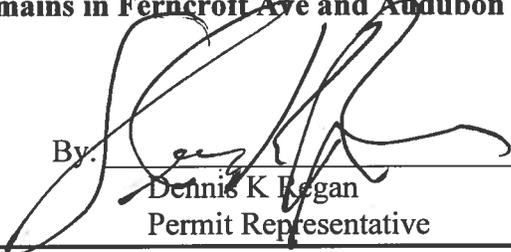
**Town of Braintree / Town Council:**

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

**To install and maintain approximately 190 feet more or less of 2 inch gas main in Ferncroft Ave Braintree from the existing 2 inch gas main at Trefton Dr southerly to the existing 4 inch gas main at Audubon Ave and approximately 160 feet more or less of 2 inch gas main in Audubon Ave from the existing 4 inch gas main at house #134 easterly to the end of the main at house #146 all of which to replace and abandon the 2 inch gas mains in Ferncroft Ave and Audubon Ave.**

Date: April 7, 2014

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



Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

**MN # 144-8508-924465**

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

# 1 4 - 0 2 6

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: April 7, 2014

APPLICANT: National Grid

ADDRESS: Various

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

*Office of the Board of Assessors* 

**Robert M. Cusack**  
Chairman

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
3038 0 27	133 ARBORWAY DR	MOSES RAYMOND G	MOSES THERESA A TBYI	133 ARBORWAY DRIVE	BRAINTREE	MA	02184
3038 0 29	135A ARBORWAY DR	COLLERAN JOSEPH R	COLLERAN LINDA J	135A ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 105	33 INGLEWOOD ST	PERNIOLA DOMENIC A SR	PERNIOLA LINDA J TBYE	180 INDEPENDENCE AVE	QUINCY	MA	02169
3039 0 108	37 INGLEWOOD ST	LAMARCA JOSEPH P	LAMARCA SUSAN M	37 INGLEWOOD ST	BRAINTREE	MA	02184
3039 0 11	87 TREFTON DR	CANAVAN THOMAS M	CANAVAN CHRISTINE M	87 TREFTON DRIVE	BRAINTREE	MA	02184
3039 0 110	114 ARBORWAY DR	RUFFINI MICHAEL		114 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 112A	59 INGLEWOOD ST	SULLIVAN JAMES J JR	SULLIVAN KATHLEEN M	59 INGLEWOOD ST	BRAINTREE	MA	02184
3039 0 119	160 ARBORWAY DR	SPAULDING RONALD D	SPAULDING DENISE	160 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 12	91 TREFTON DR	KREITZ JOHN P	CHARNLEY RACHEL E JTS	91 TREFTON DR	BRAINTREE	MA	02184
3039 0 125	132 ARBORWAY DR	COLLUPY DOROTHY C/J HILTON L	KEVANEY GEMMA / MOORE	132 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 126	126 ARBORWAY DR	COYLE JUDITH C		126 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 129	120 ARBORWAY DR	CASSIDY BRENDA M		120 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 131	116 ARBORWAY DR	NGUYEN LOAN T		116 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 132	112 ARBORWAY DR	MICHELSON ROBERT S	MICHELSON ALICE K	112 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 134	110 ARBORWAY DR	MCCARTHY ROBERT W	HAMN CLAUDIA J JT	110 ARBORWAY DRIVE	BRAINTREE	MA	02184
3039 0 14	97 TREFTON DR	FLAHERTY NEAL O	FLAHERTY PATRICIA	97 TREFTON DR	BRAINTREE	MA	02184
3039 0 15	111 TREFTON DR	KEEFE ROBERT M	KEEFE KIEUNGAN P TBYE	111 TREFTON DR.	BRAINTREE	MA	02184
3039 0 17	113 TREFTON DR	DUGAN PHYLLIS LE	DUGAN IRREV HOME TRUS*	113 TREFTON DR	BRAINTREE	MA	02184
3039 0 19	121 123 TREFTON DR	WILKINSON ADELHEID		121 123 TREFTON DR	BRAINTREE	MA	02184
3039 0 20	127 TREFTON DR	POWERS KRISTEN C		127 TREFTON DR	BRAINTREE	MA	02184
3039 0 21	135 TREFTON DR	HOLBROOK PATRICIA M	HOLBROOK THOMAS W	135 TREFTON DRIVE	BRAINTREE	MA	02184
3039 0 28A	152 AUDUBON AV	HARTFORD ELLEN J		152 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 32	146 AUDUBON AV	ENDERS WILFRED B II		146 AUDUBON AVENUE	BRAINTREE	MA	02184
3039 0 33	142 AUDUBON AV	SNAITH JANICE L TR	JANICE L SNAITH IRREV TR	142 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 34	134 AUDUBON AV	CINA SCOTT W	SULLIVAN JULIE M JTS	134 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 36	126 AUDUBON AV	WHITE KATHLEEN M	LUISI DAVID JTS	126 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 37	116 AUDUBON AV	ELLIOTT DAVID A		116 AUDUBON AVENUE	BRAINTREE	MA	02184
3039 0 39	110 AUDUBON AV	YU CHENYU	YU WANM TBYE	110 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 41	106 AUDUBON AV	ROBINSON CHRISTOPHER J	CONLEY ERINN M JTS	106 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 59	111 AUDUBON AV	DAILEY DANIEL L	DAILEY PAULA J	111 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 61	125 AUDUBON AV	PETERSON JERRY S		125 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 63	129 AUDUBON AV	BUZALSKY RENATE T		129 AUDUBON AV	BRAINTREE	MA	02184
3039 0 64	133 AUDUBON AV	MALIK MUHAMMAD RIZWAN	MALIK MUHAMMAD IMRAN J	133 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 65	139 AUDUBON AV	MORAN JOSEPH M	MORAN STEPHANIE L	139 AUDUBON AVENUE	BRAINTREE	MA	02184
3039 0 66	143 AUDUBON AV	ZHAO SHUN PING	ZHAO YIXIANG TBYE	143 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 67	147 AUDUBON AV	RIESER DEBORAH		147 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 68	151 AUDUBON AV	VAN TASSEL STEVEN	HAYES JOANN	151 AUDUBON AV	BRAINTREE	MA	02184
3039 0 69	155 AUDUBON AV	FERRARI JEANNE		155 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 75	80 INGLEWOOD ST	LUNA JOAN R	LUNA DAVID J	80 INGLEWOOD ST	BRAINTREE	MA	02184
3039 0 78	74 INGLEWOOD ST	MCDONAGH SEAN P	MCDONAGH DEBORAH A	74 INGLEWOOD ST	BRAINTREE	MA	02184
3039 0 79	70 INGLEWOOD ST	CIONROY BARTLEY M	CONROY MAIRE B TBYE	70 INGLEWOOD ST	BRAINTREE	MA	02184
3039 0 81	INGLEWOOD ST	NEAL HAROLD E + ELIZABETH M	c/o SMITH ANN	200 LISLE STREET	BRAINTREE	MA	02184
3039 0 82	INGLEWOOD ST	BUZALSKY RENATE T		129 AUDUBON AVE	BRAINTREE	MA	02184
3039 0 83	INGLEWOOD ST	DICKERMAN JARET M		19 FERNCROFT RD	BRAINTREE	MA	02184
3039 0 84	19 FERNCROFT RD	DICKERMAN JARET M		19 FERNCROFT RD	BRAINTREE	MA	02184

#14-026

**Abutters List**

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
3039 0 85	20 FERNCROFT RD	DESLAURIERS JASON C	REYNOLDS MELISSA C JTS	20 FERNCROFT RD	BRAINTREE	MA	02184
3039 0 87	34 INGLEWOOD ST	SPANO ETHEL E LE	SPANO JAMES F TRS	34 INGLEWOOD ST	BRAINTREE	MA	02184
3041 0 169	92 TREFTON DR	LITTLEJOHN MARY K LE	LITTLEJOHN PAUL A	92 TREFTON DRIVE	BRAINTREE	MA	02184
3041 0 170	67 FERNCROFT RD	LEISTER VERNON C		67 FERNCROFT ROAD	BRAINTREE	MA	02184
3041 0 171	112 TREFTON DR	HUYNH TAYLOR THUY	HUNYH HUNG DUC	112 TREFTON DRIVE	BRAINTREE	MA	02184
3041 0 173	116 TREFTON DR	MOFFETT DEBORAH ANN		116 TREFTON DRIVE	BRAINTREE	MA	02184

*End of Report*

#14-026

## Abutters List

This list includes abutters of the following property:

LOCUS MAP & LOT: 3039 0 63  
 LOCUS OWNER: Buzalsky Renate T  
 LOCUS ADDRESS: 129 AUDUBON AV

DATE: 04/03/2014  
 CONTACT PERSON:  
 CONTACT PHONE #:

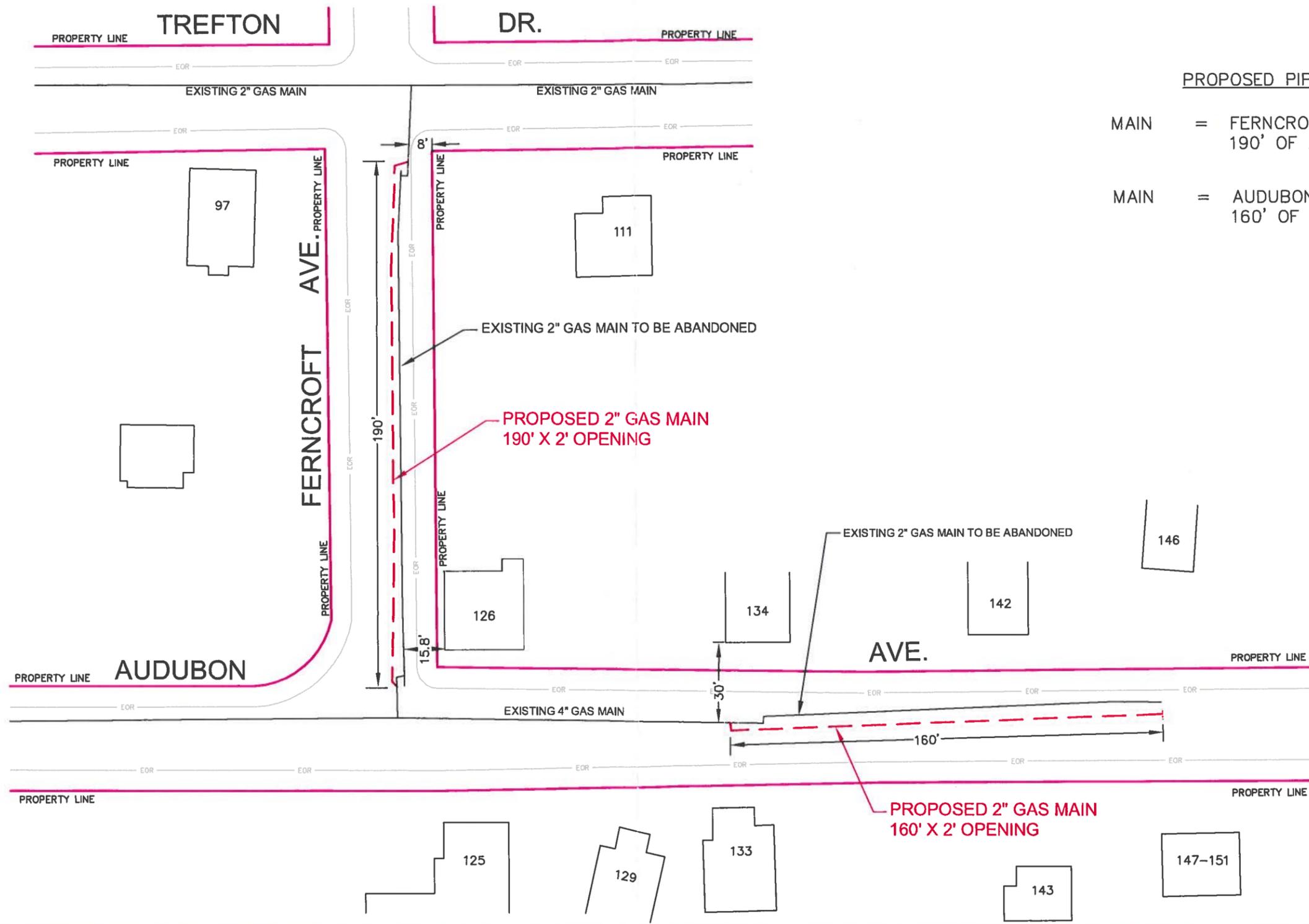
Map & Lot	Location	Owner	Address	City	State	Zip
3039 0 134	110 ARBORWAY DR	Mccarthy Robert W	110 Arborway Drive	Braintree	MA	2184
3039 0 132	112 ARBORWAY DR	Michelson Robert S	112 Arborway Drive	Braintree	MA	2184
3039 0 110	114 ARBORWAY DR	Ruffini Michael	114 Arborway Drive	Braintree	MA	2184
3039 0 131	116 ARBORWAY DR	Willis Tania	116 Arborway Drive	Braintree	MA	2184
3039 0 129	120 ARBORWAY DR	Cassidy Brenda M	120 Arborway Drive	Braintree	MA	2184
3039 0 126	126 ARBORWAY DR	Coyle Judith C	126 Arborway Drive	Braintree	MA	2184
3039 0 125	132 ARBORWAY DR	Collupy Dorothy C/j Hilton Le	132 Arborway Drive	Braintree	MA	2184
3038 0 27	133 ARBORWAY DR	Moses Raymond G	133 Arborway Drive	Braintree	MA	2184
3039 0 119	160 ARBORWAY DR	Spaulding Ronald D	160 Arborway Drive	Braintree	MA	2184
3038 0 29	135A ARBORWAY DR	Colleran Joseph R	135a Arborway Drive	Braintree	MA	2184
3039 0 41	106 AUDUBON AV	Reynolds Melissa C	106 Audubon Ave	Braintree	MA	2184
3039 0 39	110 AUDUBON AV	Yu Chenyu	110 Audubon Ave	Braintree	MA	2184
3039 0 59	111 AUDUBON AV	Dailey Daniel L	111 Audubon Ave	Braintree	MA	2184
3039 0 37	116 AUDUBON AV	Elliott David A	116 Audubon Avenue	Braintree	MA	2184
3039 0 61	125 AUDUBON AV	Peterson Jerry S	125 Audubon Ave	Braintree	MA	2184
3039 0 36	126 AUDUBON AV	White Kathleen M	126 Audubon Ave	Braintree	MA	2184
3039 0 64	133 AUDUBON AV	Malik Muhammad Rizwan	133 Audubon Ave	Braintree	MA	2184
3039 0 34	134 AUDUBON AV	Cina Scott W	134 Audubon Ave	Braintree	MA	2184
3039 0 65	139 AUDUBON AV	Moran Joseph M	139 Audubon Avenue	Braintree	MA	2184
3039 0 33	142 AUDUBON AV	Snaith Janice L	142 Audubon Ave	Braintree	MA	2184
3039 0 66	143 AUDUBON AV	Zhao Shun Ping	143 Audubon Ave	Braintree	MA	2184
3039 0 32	146 AUDUBON AV	Enders Wilfred B li	146 Audubon Avenue	Braintree	MA	2184
3039 0 67	147 AUDUBON AV	Rieser Deborah	147 Audubon Ave	Braintree	MA	2184
3039 0 68	151 AUDUBON AV	Van Tassel Steven	151 Audubon Av	Braintree	MA	2184

3039 0 28A	152 AUDUBON AV	Hartford Ellen J	152 Audubon Ave	Braintree	MA	2184
3039 0 69	155 AUDUBON AV	Ferrari Jeanne	155 Audubon Ave	Braintree	MA	2184
3039 0 84	19 FERNCROFT RD	Dickerman Jaret M	19 Ferncroft Rd	Braintree	MA	2184
3039 0 85	20 FERNCROFT RD	Deslauriers Jason C	20 Ferncroft Rd	Braintree	MA	2184
3041 0 170	67 FERNCROFT RD	Leister Vernon C	67 Ferncroft Road	Braintree	MA	2184
3039 0 105	33 INGLEWOOD ST	Perniola Domenic A Sr	180 Independence Ave	Quincy	MA	2169
3039 0 87	34 INGLEWOOD ST	Spano Ethel E Trs	34 Inglewood St	Braintree	MA	2184
3039 0 108	37 INGLEWOOD ST	Lamarca Joseph P	37 Inglewood St	Braintree	MA	2184
3039 0 112A	59 INGLEWOOD ST	Sullivan James J Jr	59 Inglewood St	Braintree	MA	2184
3039 0 79	70 INGLEWOOD ST	Cionroy Bartley M	70 Inglewood St	Braintree	MA	2184
3039 0 78	74 INGLEWOOD ST	Mcdonagh Sean P	74 Inglewood St	Braintree	MA	2184
3039 0 75	80 INGLEWOOD ST	Luna Joan R	80 Inglewood St	Braintree	MA	2184
3039 0 83	INGLEWOOD ST	Dickerman Jaret M	19 Ferncroft Rd	Braintree	MA	2184
3039 0 82	INGLEWOOD ST	Buzalsky Renate T	129 Audubon Ave	Braintree	MA	2184
3039 0 81	INGLEWOOD ST	Neal Harold E + Elizabeth M	200 Lisle Street	Braintree	MA	2184
3039 0 11	87 TREFTON DR	Canavan Thomas M	87 Trefton Drive	Braintree	MA	2184
3039 0 12	91 TREFTON DR	Kreitz John P	91 Trefton Dr	Braintree	MA	2184
3041 0 169	92 TREFTON DR	Littlejohn Mary K le	92 Trefton Drive	Braintree	MA	2184
3039 0 14	97 TREFTON DR	Flaherty Neal O	97 Trefton Dr	Braintree	MA	2184
3039 0 15	111 TREFTON DR	Fitzgerald Anne C	111 Trefton Dr.	Braintree	MA	2184
3041 0 171	112 TREFTON DR	Huynh Taylor Thuy	112 Trefton Drive	Braintree	MA	2184
3039 0 17	113 TREFTON DR	Dugan James P	113 Trefton Dr	Braintree	MA	2184
3041 0 173	116 TREFTON DR	Moffett Constance G	116 Trefton Drive	Braintree	MA	2184
3039 0 19	121 TREFTON DR	Wilkinson Adelheid	121 123 Trefton Dr	Braintree	MA	2184
3039 0 20	127 TREFTON DR	Delong Julia M	127 Trefton Dr	Braintree	MA	2184
3039 0 21	135 TREFTON DR	Holbrook Patricia M	135 Trefton Drive	Braintree	MA	2184

## DISCLAIMER

ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCI

THE USER ASSUMES RESPONSIBILTY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.



**PROPOSED PIPE TOTALS**

MAIN = FERCROFT AVE.  
190' OF 2" PLASTIC

MAIN = AUDUBON AVE.  
160' OF 2" PLASTIC

**LEGEND**

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

**NOTE:**  
THE LOCATION OF SURFACE AND UNDERGROUND OBJECTS SHOWN ARE NOT WARRANTED TO BE CORRECT.

CALL 811 BEFORE YOU DIG

UTILITIES AND STREET LINES COMPILED FROM AVAILABLE DATA SOURCES  
NO FIELD VERIFICATION PERFORMED

**REVISIONS**

NO.	DESCRIPTION	DATE	DR.BY	APP.BY

**nationalgrid**

40 SYLVAN ROAD  
WALTHAM, MA 02451

**GRANT OF LOCATION**  
**PROPOSED LOCATION OF 2" GAS MAIN RELAY**  
**133-151 AUDUBON AVE. AND**  
**FERNCROFT AVE., BRAINTREE, MA 02184**

ENGR / DRFTMN	DATE	SIZE	PRESSURE	MATERIAL	LENGTH	WORK ORDER NO.
J.A.M. / M.J.B.	03/07/2014	2"	60 PSIG	PLASTIC	AS NOTED	924465

SCALE: 1" = 40'

SHEET 1 OF 1

DRAWING NO.  
**GP-BRA**  
**924465-14-60**

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

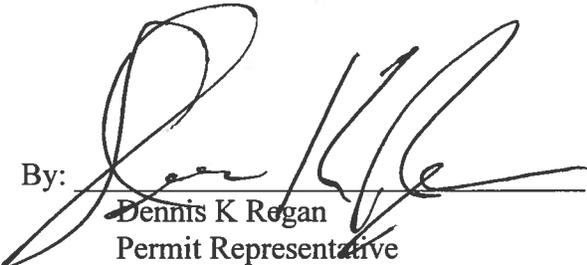
**# 1 4 - 0 2 7**

**Town of Braintree / Town Council:**

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

**To install and maintain approximately 650 feet more or less of 4 inch gas main in Liberty St Braintree from the existing 3 inch gas main at house #599, southerly to the existing 3 inch gas main at house #644. All of which to replace and abandon the existing 3 inch gas main in Liberty St.**

Date: April 7, 2014

By:   
Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

**MN # 144-8508**

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

# 1 4 - 0 2 7

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: April 7, 2014

APPLICANT: National Grid

ADDRESS: Various

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
1025 0 15	605 LIBERTY ST	BAJJALY SARAH		605 LIBERTY ST	BRAINTREE	MA	02184
1025 0 16B	643 LIBERTY ST	LEONE SALVATORE	LEONE LILLIAN A	643 LIBERTY STREET	BRAINTREE	MA	02184
1025 0 16C	615 LIBERTY ST	BERNASCONI JAY A	BERNASCONI TRACEY M	615 LIBERTY ST	BRAINTREE	MA	02184
1025 0 16E	623 LIBERTY ST	CURTIS ERIK P	CURTIS CHERYL A TBYE	623 LIBERTY ST	BRAINTREE	MA	02184
1025 0 7	599 LIBERTY ST	ROZENAS CHARLES J	ROZENAS JEAN M	599 LIBERTY ST	BRAINTREE	MA	02184
1025 0 8	631 LIBERTY ST	AHERN EDWARD J	AHERN PAMELA M	631 LIBERTY STREET	BRAINTREE	MA	02184
1025 0 8A	637 LIBERTY ST	EL SHURAFI GLORIA CHIN	EL SHURAFI HANI TBYE	637 LIBERTY STREET	BRAINTREE	MA	02184
1025 0 99	67 ABBY RD	RUPP PETER H/BETTY A TTS	RUPP NORFOLK REALTY TR	67 ABBY ROAD	BRAINTREE	MA	02184
1025 0 9A	661 LIBERTY ST	LEAHY JAMES K	LEAHY DEBRA J	661 LIBERTY ST	BRAINTREE	MA	02184
3035 0 12	620 LIBERTY ST	LOK PETER	LOK HENRY JTS	620 LIBERTY ST	BRAINTREE	MA	02184
3035 0 7	LIBERTY ST	WEYMOUTH BRAINTREE REGION/	RECREATION CONSERVATI	470 LIBERTY STREET	BRAINTREE	MA	02184
3035 0 7A	632 LIBERTY ST	HAMZIC SAMIRA		632 LIBERTY ST	BRAINTREE	MA	02184
3035 0 7B	590 LIBERTY ST	LEHANE PETER D	LEHANE ANNE M TBYE	590 LIBERTY ST	BRAINTREE	MA	02184
3035 0 7C	600 LIBERTY ST	SCOPA EUGENE F JR	SCOPA CINDY M TBYE	600 LIBERTY ST	BRAINTREE	MA	02184
3035 0 7D	610 LIBERTY ST	TOLER ROBERT C	TOLER MARY C TBYE	610 LIBERTY ST	BRAINTREE	MA	02184
3035 0 7E	LIBERTY ST	WEYMOUTH BRAINTREE REGION/	CONSERVATION DISTRICT	470 LIBERTY STREET	BRAINTREE	MA	02184
3035 0 7F	LIBERTY ST	LOK PETER	LOK HENRY JTS	620 LIBERTY ST	BRAINTREE	MA	02184
3035 0 8A	644 LIBERTY ST	MARCARELLI MARK T	MARCARELLI CHRISTINE M	644 LIBERTY STREET	BRAINTREE	MA	02184
3035 0 8B	LIBERTY ST	WEYMOUTH BRAINTREE REGION/	RECREATION CONSERVATI	470 LIBERTY STREET	BRAINTREE	MA	02184
3035 0 8D	652 LIBERTY ST	DEVINE MICHAEL J	DEVINE KAREN A TBYE	652 LIBERTY ST	BRAINTREE	MA	02184
3035 0 8E	660 LIBERTY ST	MACDONALD BRIAN M	MACDONALD TRACI M	660 LIBERTY ST	BRAINTREE	MA	02184

#14-027

*End of Report*

### Abutters List

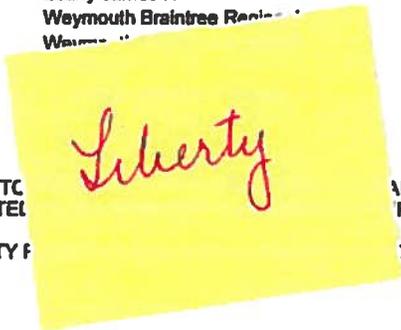
THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

**LOCUS MAP & LOT:** 3035 0 12                      **DATE:** 3/27/2014  
**LOCUS OWNER:** Lok Peter                      **CONTACT PERSON:** \_\_\_\_\_  
**LOCUS ADDRESS:** 620 LIBERTY ST              **CONTACT PHONE #:** \_\_\_\_\_

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Default (parcels within 300 feet)

<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1025 0 99	67 ABBY RD	Rupp Peter H/betty A Tis	67 Abby Road	Braintree	MA	02184
3035 0 7B	590 LIBERTY ST	Lehane Peter D	590 Liberty St	Braintree	MA	02184
1025 0 7	599 LIBERTY ST	Rozenas Charles J	599 Liberty St	Braintree	MA	02184
3035 0 7C	600 LIBERTY ST	Scopa Eugene F Jr	600 Liberty St	Braintree	MA	02184
1025 0 15	605 LIBERTY ST	Bajjalj Sarah	605 Liberty St	Braintree	MA	02184
3035 0 7D	610 LIBERTY ST	Toler Robert C	610 Liberty St	Braintree	MA	02184
1025 0 16C	615 LIBERTY ST	Bemasconi Jay A	615 Liberty St	Braintree	MA	02184
1025 0 16E	623 LIBERTY ST	Curtis Erik P	623 Liberty St	Braintree	MA	02184
1025 0 8	631 LIBERTY ST	Ahem Edward J	631 Liberty Street	Braintree	MA	02184
3035 0 7A	632 LIBERTY ST	Hamzic Samira	632 Liberty St	Braintree	MA	02184
1025 0 8A	637 LIBERTY ST	El Shurafa Gloria Chin	637 Liberty Street	Braintree	MA	02184
1025 0 16B	643 LIBERTY ST	Leone Salvatore	643 Liberty Street	Braintree	MA	02184
3035 0 8A	644 LIBERTY ST	Marcarelli Mark T	644 Liberty Street	Braintree	MA	02184
3035 0 8D	652 LIBERTY ST	Devine Michael J	652 Liberty St	Braintree	MA	02184
3035 0 8E	660 LIBERTY ST	Macdonald Brian M	660 Liberty St	Braintree	MA	02184
1025 0 9A	661 LIBERTY ST	Leahy James K	661 Liberty St	Braintree	MA	02184
3035 0 7	LIBERTY ST	Weymouth Braintree Resin	470 Liberty Street	Braintree	MA	02184
3035 0 8B	LIBERTY ST	Weymouth Braintree Resin	470 Liberty Street	Braintree	MA	02184
3035 0 7F	LIBERTY ST		620 Liberty St	Braintree	MA	02184
3035 0 7E	LIBERTY ST		470 Liberty Street	Braintree	MA	02184



**DISCLAIMER**

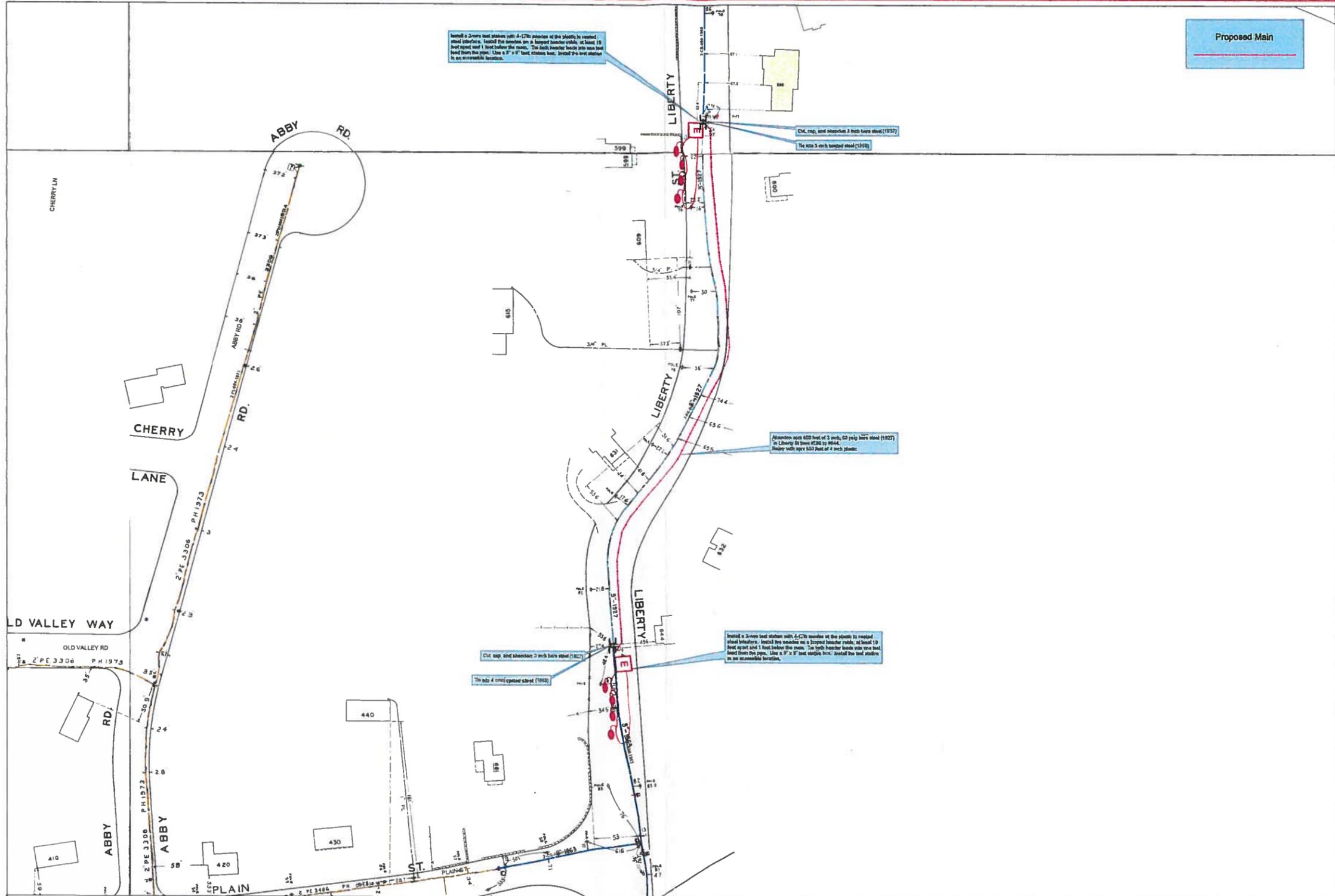
ALL DATA IS PROVIDED 'AS IS'. THE TC IMPLIES, INCLUDING, BUT NOT LIMITED TO, ACCURACY OR COMPLETENESS OF THE DATA.

THE USER ASSUMES RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE DATA.

ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ACCURACY OR COMPLETENESS OF THE DATA.

COMPLETENESS OF THE DATA.

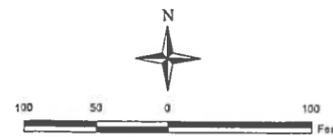
- PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.
- CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



**ENGINEERING DESIGN - Proposed Scope of Work**

599-644 LIBERTY ST, BRA

As part of the 2012 ACE 107 BSCSWI Program, Asset Replacement recommends the relay of aprx 650 feet of 3 inch, 60 psig bare steel (1927) with 4 inch plastic in Liberty St from #599 to #644.



NOTE: The location of surface and underground objects shown are not warranted to be correct.

ENGINEER	NPVW	SIZE	4 Inch
DATE	01/17/2014	MATERIAL	Plastic
LENGTH	650 Feet	PRESSURE	60 PSIG
SECTIONALS	BRAT1574		736641
		WORK ORDER #	

ArcFM  
nationalgrid

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

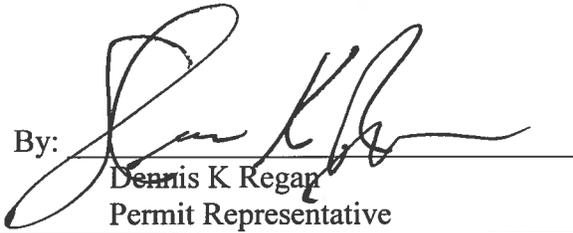
# 1 4 - 0 2 8

**Town of Braintree / Town Council:**

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

**To install and maintain approximately 570 feet more or less of 2 inch gas main in Louise Rd, Braintree from the existing 2 inch gas main at house #11, northerly to the end of the main at house #50**

Date: April 7, 2014

By:   
Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

**MN # 144-8508-924474**

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

# 1 4 - 0 2 8

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: April 7, 2014

APPLICANT: National Grid

ADDRESS: Various

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*

*MB*

**Robert M. Cusack**  
Chairman

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
3028A 0 25C	REAR LIBERTY ST	BRAINTREE TOWN OF		TOWN HALL	BRAINTREE	MA	02184
3028A 0 42	238 LISLE ST	SPERO MICHAEL J JR	PATARINO M/LUTZ M E JTS	238 LISLE ST	BRAINTREE	MA	02184
3028C 0 3	265 LIBERTY ST	WOOD MICHAEL M		265 LIBERTY ST	BRAINTREE	MA	02184
3028C 0 3A	271 LIBERTY ST	VINTON ROBERT A/EMMA P TRS	271 LIBERTY STREET REAL	271 LIBERTY STREET	BRAINTREE	MA	02184
3028C 0 3B	LIBERTY ST	GRUGAN DOROTHY A LE	GRUGAN AMY J	253 LIBERTY ST	BRAINTREE	MA	02184
3028C 0 3D	261 LIBERTY ST	PETROULAS KYRIAKOS	PETROULAS GEORGIA TBYI	261 LIBERTY STREET	BRAINTREE	MA	02184
3028C 0 4A	285 LIBERTY ST	MORRISON INGRID K		285 LIBERTY STREET	BRAINTREE	MA	02184
3028C 0 4B	LOUISE RD	CASSOLI JULIAN + DORIS	C/O COLLINS	127 COMMERCIAL ST	WEYMOUTH	MA	02188
3028C 0 4C	11 LOUISE RD	POPE ANDREW J	POPE ROSEANN C TBYE	11 LOUISE RD	BRAINTREE	MA	02184
3028C 0 4D	21 LOUISE RD	PRICE SCOTT W	PRICE DONNA M TBYE	21 LOUISE RD	BRAINTREE	MA	02184
3028C 0 4E	31 LOUISE RD	WANG JUN	ZHANG ZHIYI	31 LOUISE RD	BRAINTREE	MA	02184
3028C 0 4F	41 LOUISE RD	BASLER DEBRA		41 LOUISE ROAD	BRAINTREE	MA	02184
3028C 0 4G	51 LOUISE RD	BANNISTER WILLIAM F/ROBERT	FLEMING CAROL/FABBRI SL	51 LOUISE ROAD	BRAINTREE	MA	02184
3028C 0 4K	40 LOUISE RD	GALLAGHER ROBERT B	VIVEIROS LISA P TBYE	40 LOUISE ROAD	BRAINTREE	MA	02184
3028C 0 4L	30 LOUISE RD	STRACUZZI ALFRED M	STRACUZZI MARY K	30 LOUISE ROAD	BRAINTREE	MA	02184
3028C 0 4M	3 HELEN RD	GOMES ANSELMO	GOMES MARILYN J	3 HELEN RD	BRAINTREE	MA	02184
3028C 0 4N	5 HELEN RD	SUN PEI	TRAN BAC BINH TBYE	5 HELEN ROAD	BRAINTREE	MA	02184
3028C 0 4O	7 HELEN RD	MURPHY RITA H		7 HELEN ROAD	BRAINTREE	MA	02184
3028C 0 4P	6 HELEN RD	ARNOLD MICHAEL R/JEAN TBYE I	ARNOLD CHRISTINE/LAURE	6 HELEN RD	BRAINTREE	MA	02184
3028C 0 4Q	12 LOUISE RD	WALSH JANICE	WALSH JOANN	12 LOUISE RD	BRAINTREE	MA	02184
3028C 0 4R	56 LOUISE RD	KEOUGH GEORGE R JR	KEOUGH ALLYSON J	56 LOUISE RD	BRAINTREE	MA	02184
3029 0 18	16 NORFOLK RD	WALSH CATHERINE MARIA	WALSH KEVIN TBYE	16 NORFOLK RD	BRAINTREE	MA	02184
3029 0 19	10 NORFOLK RD	WETZEL EDWIN MARTIN JR	WETZEL ELAINE ANN	10 NORFOLK RD	BRAINTREE	MA	02184
3029 0 20	313 LIBERTY ST	MAGGIO DOMINIC A	MAGGIO LEAF TBYE	313 LIBERTY ST	BRAINTREE	MA	02184
3029 0 21A	309 LIBERTY ST	RUMDE HEMANT K		309 LIBERTY STREET	BRAINTREE	MA	02184
3029 0 21B	301 LIBERTY ST	DYER CHRISTOPHER	DYER MICHELE TBYE	301 LIBERTY ST	BRAINTREE	MA	02184
3029 0 22	7 NORFOLK RD	O'CONNELL DENISE MARIE		7 NORFOLK RD	BRAINTREE	MA	02184
3029 0 22A	11 NORFOLK RD	SKARZENSKI CHERYLL A		11 NORFOLK RD	BRAINTREE	MA	02184
3029 0 22B	23 NORFOLK RD	SAROFEEEN FRED J JR	SAROFEEEN JANICE TBYE	23 NORFOLK RD	BRAINTREE	MA	02184
3029 0 2321	31 NORFOLK RD	FOWKES JOHN A	FOWKES MARY O NEILL	31 NORFOLK RD	BRAINTREE	MA	02184
3029 0 2324	45 NORFOLK RD	BAKER HENRY K	BAKER MARY E	45 NORFOLK RD	BRAINTREE	MA	02184
3030 0 1A	304 LIBERTY ST	MCKINNEY JOHN R		304 LIBERTY ST	BRAINTREE	MA	02184
3030 0 1B	288 LIBERTY ST	MORLEY CAROL J		288 LIBERTY ST	BRAINTREE	MA	02184
3030 0 1C	280 LIBERTY ST	GRIFFIN IRENE A		280 LIBERTY ST	BRAINTREE	MA	02184
3030 0 1D	274 LIBERTY ST	ATKINS KEVIN	FONTANA STACEY JTS	274 LIBERTY ST	BRAINTREE	MA	02184
3030 0 1E	268 LIBERTY ST	THE CELESTE SCARNICI IRR TRU:	JOHNSON CELESTE J TRS	268 LIBERTY STREET	BRAINTREE	MA	02184
3030 0 1H	302 LIBERTY ST	DEVITO SABINO A	DEVITO ROSE M TBYE	302 LIBERTY ST	BRAINTREE	MA	02184

#14-028

End of Report

**Abutters List**

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 3028C 0 4C      DATE: 3/27/2014  
 LOCUS OWNER: Pope Andrew J      CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 11 LOUISE RD      CONTACT PHONE #: \_\_\_\_\_

**RECEIVED**

APR 04 2014

BOARD OF ASSESSORS  
BRAINTREE, MA

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Default (parcels within 300 feet)

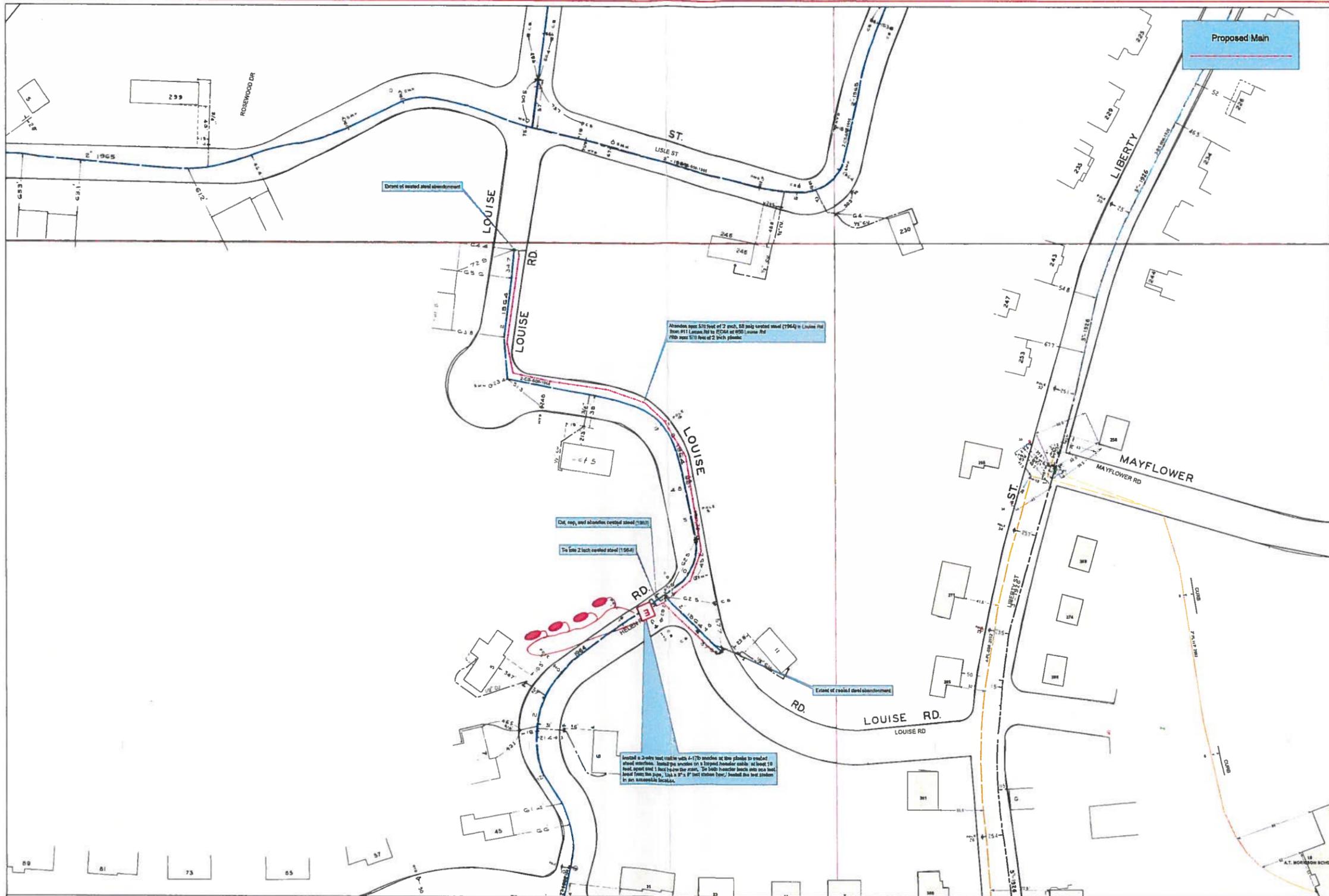
<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
3028C 0 4M	3 HELEN RD	Gomes Anselmo	3 Helen Rd	Braintree	MA	02184
3028C 0 4N	5 HELEN RD	Sun Pei	5 Helen Road	Braintree	MA	02184
3028C 0 4P	6 HELEN RD	Arnold Michael R	6 Helen Rd	Braintree	MA	02184
3028C 0 4O	7 HELEN RD	Murphy Rita H	7 Helen Road	Braintree	MA	02184
3028C 0 3D	261 LIBERTY ST	Petroulas Kyriakos	261 Liberty Street	Braintree	MA	02184
3028C 0 3	265 LIBERTY ST	Wood Michael M	265 Liberty St	Braintree	MA	02184
3030 0 1E	268 LIBERTY ST	The Celeste Scarnici Irr Trust	268 Liberty Street	Braintree	MA	02184
3028C 0 3A	271 LIBERTY ST	Vinton Robert A/emma P Trs	271 Liberty Street	Braintree	MA	02184
3030 0 1D	274 LIBERTY ST	Atkins Kevin	274 Liberty St	Braintree	MA	02184
3030 0 1C	280 LIBERTY ST	Griffin John F + Irene A	280 Liberty St	Braintree	MA	02184
3028C 0 4A	285 LIBERTY ST	Morrison Ingrid K	285 Liberty Street	Braintree	MA	02184
3030 0 1B	288 LIBERTY ST	Morley Carol J	288 Liberty St	Braintree	MA	02184
3029 0 21B	301 LIBERTY ST	Reed Marrell A	301 Liberty St	Braintree	MA	02184
3030 0 1H	302 LIBERTY ST	Devito Sabino A	302 Liberty St	Braintree	MA	02184
3030 0 1A	304 LIBERTY ST	Mckinney John R	304 Liberty St	Braintree	MA	02184
3029 0 21A	309 LIBERTY ST	Rumde Hemant K	309 Liberty Street	Braintree	MA	02184
3029 0 20	313 LIBERTY ST	Maggio Dominic A	313 Liberty St	Braintree	MA	02184
3028A 0 25C	LIBERTY ST	Braintree Town Of	Town Hall	Braintree	MA	02184
3028C 0 3B	LIBERTY ST	Grugan Dorothy A Le	253 Liberty St	Braintree	MA	02184
3028A 0 42	238 LISLE ST	Spero Michael J Jr	238 Lisle St	Braintree	MA	02184
3028C 0 4Q	12 LOUISE RD	Walsh Janice	12 Louise Rd	Braintree	MA	02184
3028C 0 4D	21 LOUISE RD	Price Scott W	21 Louise Rd	Braintree	MA	02184
3028C 0 4L	30 LOUISE RD	Stracuzzi Alfred M	30 Louise Road	Braintree	MA	02184
3028C 0 4E	31 LOUISE RD	Wang Jun	31 Louise Rd	Braintree	MA	02184
3028C 0 4K	40 LOUISE RD	Scanlan Paul Trs	40 Louise Road	Braintree	MA	02184
3028C 0 4F	41 LOUISE RD	Bastler Debra	41 Louise Road	Braintree	MA	02184
3028C 0 4G	51 LOUISE RD	Bannister William F	51 Louise Road	Braintree	MA	02184
3028C 0 4R	56 LOUISE RD	Keough George R Jr	56 Louise Rd	Braintree	MA	02184
3028C 0 4B	LOUISE RD	Cassoli Julian + Doris	127 Commercial St	Weymouth	MA	02188
3029 0 22	7 NORFOLK RD	O'connell Denise Marie	7 Norfolk Rd	Braintree	MA	02184
3029 0 19	10 NORFOLK RD	Wetzel Edwin Martin Jr	10 Norfolk Rd	Braintree	MA	02184
3029 0 22A	11 NORFOLK RD	Skarzenski Cheryl A	11 Norfolk Rd	Braintree	MA	02184
3029 0 18	16 NORFOLK RD	Welsh Catherine Maria	16 Norfolk Rd	Braintree	MA	02184
3029 0 22B	23 NORFOLK RD	Sarofeen Fred J Jr / Janice	23 Norfolk Rd	Braintree	MA	02184
3029 0 2321	31 NORFOLK RD	Fowkes John A	31 Norfolk Rd	Braintree	MA	02184
3029 0 2324	45 NORFOLK RD	Baker Henry K	45 Norfolk Rd	Braintree	MA	02184

**DISCLAIMER**

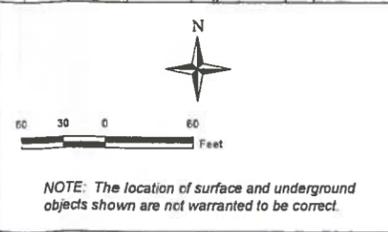
ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

• PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.  
 • CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



**ENGINEERING DESIGN - Proposed Scope of Work**  
 11-50 LOUISE RD, BRA  
 As part of the FY14/15 BSMNRPL Program, Main and Service Replacement recommends the relay of Aprx 570 feet of 2 inch, 60 psig coated steel (1964) in Louise Rd with 2 inch plastic from #11 Louise Rd to EOM at #50 Louise Rd



ENGINEER	NPVW	SIZE	2 Inch
DATE	09/11/2013	MATERIAL	Plastic
LENGTH	570 Feet	PRESSURE	60 PSIG
SECTIONALS	BRAT1534	WORK ORDER #	924474

ArcFM  
**nationalgrid**

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

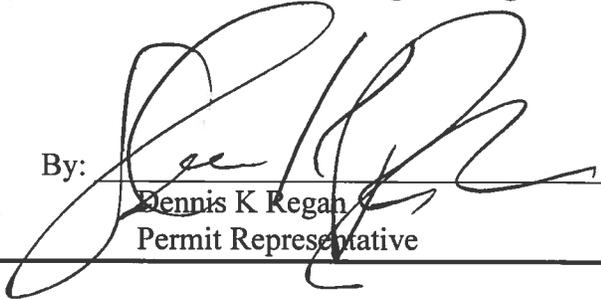
**# 1 4 - 0 2 9**

**Town of Braintree / Town Council:**

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

**To install and maintain approximately 450 feet more or less of 2 inch gas main in Shephard Rd., Braintree from the existing 2 inch gas main at house # 24, northerly to the existing 2 inch gas main at house # 60 Jefferson St. All of which to replace and abandon the existing 2 inch gas main in Shephard Rd.**

Date: April 7, 2014

By:   
Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

**MN # 144-8508-924554**

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



#14-029

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: April 7, 2014

APPLICANT: National Grid

ADDRESS: Various

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*

MB

**Robert M. Cusack**  
**Chairman**

## Abutters List

#14 - 029

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1008 0 11	OFF WASHINGTON ST	MENTO JOHN L JR		1157 WASHINGTON ST.	BRAINTREE	MA	02184
1008 0 11A	REAR WASHINGTON ST	DALTON ARTHUR L JR	DALTON JEAN I	163 HOBART AVE.	BRAINTREE	MA	02184
1008 0 2	69 SHEPARD RD	AVITABILE ALICE E	KING MARY F JTS	69 SHEPARD ROAD	BRAINTREE	MA	02184
1008 0 3	75 SHEPARD RD	PITTS WALTER H JR	PITTS JUDITH A	75 SHEPARD RD	BRAINTREE	MA	02184
1008 0 4	79 SHEPARD RD	CONNOLLY STEPHEN S	EGAN PAULA	79 SHEPARD RD	BRAINTREE	MA	02184
1008 0 5	87 SHEPARD RD	BRUNSTROM BETH-ANN		87 SHEPARD RD	BRAINTREE	MA	02184
1045 0 1	JEFFERSON ST	BRAINTREE TOWN OF	GOLF COURSE	1 JFK MEMORIAL DRIVE	BRAINTREE	MA	02184
1045 0 10	117 JEFFERSON ST	KREAM RICHARD H TRS	THE 117 JEFFERSON ST TR	117 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 11	121 JEFFERSON ST	DERRANE PAUL C/VIRGINIA TRS	VIRGINIA DERRANTE INVES	121 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 12	131 JEFFERSON ST	SEIBERT RICHARD A	SEIBERT KIMBERLY A TBYE	131 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 14	141 JEFFERSON ST	JEFFERY DONALD K	JEFFERY SUSAN P	141 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 16	147 JEFFERSON ST	CALLOW BARRY J	CALLOW CECELIA M	147 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 17	146 JEFFERSON ST	MARANDO KATHLEEN M TRS	THE KATHLEEN M MARANDI	146 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 18	142 JEFFERSON ST	CARCO MICHAEL J	CARCO JANET E TBYE	142 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 19	136 JEFFERSON ST	REYNOLDS CATHERINE M TRS	CATHERINE M REYNOLDS II	136 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 20	132 JEFFERSON ST	McDERMOTT CHRISTOPHER R	McDERMOTT RACHAEL C T	132 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 21	126 JEFFERSON ST	PENDERGAST LAURIE B	GALVIN JOHN M JT	126 JEFFERSON ST	BRAINTREE	MA	02184
1045 0 23	114 JEFFERSON ST	DONAHUE FRANCIS T	DONAHUE DORIS T	114 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 24	112 JEFFERSON ST	CLIFFORD RICHARD J	CLIFFORD NOREEN R	112 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 26	100 JEFFERSON ST	BERGSTROM JOHN E LE	BERGSTROM ERIC J	100 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 27	94 JEFFERSON ST	MATCHEM JAMES W	MATCHEM SUSAN J	94 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 28	90 JEFFERSON ST	CERILLI ROBERT J	CERILLI BARBARA A TBYE	90 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 29	86 JEFFERSON ST	CROWLEY PATRICK	CROWLEY SARA TBYE	86 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 30	80 JEFFERSON ST	MULVEY THOMAS F		80 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 31	76 JEFFERSON ST	KELLEHER MAUREEN A	KELLEHER JAMES J	76 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 32	70 JEFFERSON ST	NORTON THOMAS N	NORTON ANDREA J TBYE	70 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 33	66 JEFFERSON ST	DEAN RICHARD E JR	DEAN ANN M	66 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 34	60 JEFFERSON ST	PABIAN JAY M TRS	ZN FAMILY TRUST	ONE INTERNATIONAL PL 8TI	BOSTON	MA	02110
1045 0 35	76 SHEPARD RD	LAMBROS LARS	LAMBROS JULIE TBYE	76 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 37	68 SHEPARD RD	CAHILL MICHAEL F	CAHILL GLORIA R	68 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 38	64 SHEPARD RD	MAGNER ROBIN L	MAGNER CHARLES T TBYE	64 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 39	58 SHEPARD RD	GAGLIARDI RUTH TRS	RUTH D GAGLIARDI TRUST	58 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 40	54 SHEPARD RD	O'HARA JOHN E		54 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 41	50 SHEPARD RD	SCIBILIA FRANK J JR		50 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 42	44 SHEPARD RD	ELSTERMEYER JOHN C		44 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 42A	SHEPARD RD	BRAINTREE TOWN OF	LAND OF LOW VALUE	TOWN HALL	BRAINTREE	MA	02184
1045 0 43	38 SHEPARD RD	CHEN MICHAEL JIA HAO	CEN JIAXIAN TBYE	38 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 44	32 SHEPARD RD	RYNNE AUDREY W	RYNNE CIARAN P TBYE	32 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 45	26 SHEPARD RD	OSHEA JUSTIN M	OSHEA ANN F TBYE	26 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 47	24 SHEPARD RD	SULLIVAN CHRISTINE M TR	MURPHY FAMILY TRUST II	24 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 47A	16 SHEPARD RD	DIAUTE RICHARD F	DIAUTE CHERYL M TBYE	16 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 48	4 SHEPARD RD	LAING SUSAN	LAING GRACE M JTS	4 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 49	WASHINGTON ST	BRAINTREE TOWN OF	PARK DEPARTMENT	TOWN HALL	BRAINTREE	MA	02184
1045 0 49B	1247 WASHINGTON ST	HADFIELD DEXTER C	HADFIELD HELEN L	1247 WASHINGTON STREET	BRAINTREE	MA	02184
1045 0 49C	1241 WASHINGTON ST	AL JANABI QASIM	AL JANABI CATHERINE TBY	1241 WASHINGTON STREET	BRAINTREE	MA	02184

Abutters List

#14-029

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1045 0 5	75 JEFFERSON ST	MCGUIRE WILLIAM D	MCGUIRE LAURIE	75 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 52	7 SHEPARD RD	BARONE ELIZABETH		7 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 52A	19 SHEPARD RD	CHEUNG EDWARD M	CHEUNG RINA TBYE	19 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 53	27 SHEPARD RD	MCDONAGH PATRICK J	MCDONAGH MONICA P TBYE	27 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 54	29 SHEPARD RD	MCGANTY MARIANNE		29 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 56	35 SHEPARD RD	THE MAY INSTITUTE INC		722A MAIN STREET	YARMOUTHPORT	MA	02675
1045 0 57	45 SHEPARD RD	RILEY MICHAEL	RILEY SARA TBYE	45 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 58	49 SHEPARD RD	FARMER STEVEN F	FARMER MELISSA E TBYE	49 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 59	51 SHEPARD RD	POLLARA DAVID C	POLLARA AMY J TBYE	51 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 6	81 JEFFERSON ST	CEVOLANI JOSEPH V	CEVOLANI JANE E	81 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 60	65 SHEPARD RD	PITTMAN LAURA L		65 SHEPARD ROAD	BRAINTREE	MA	02184
1045 0 7	87 JEFFERSON ST	MORAN SEAN	MCDONOUGH SUZANNE JT	87 JEFFERSON STREET	BRAINTREE	MA	02184
1045 0 8	105 JEFFERSON ST	HREBENAK PETER JR	HREBENAK MARY C	105 JEFFERSON STREET	BRAINTREE	MA	02184
1046 0 23	21 SMITH ST	MCRAE DOROTHY F		21 SMITH STREET	BRAINTREE	MA	02184
1046 0 29	1250 WASHINGTON ST	TRAINOR JOHN J JR	TRAINOR KATHLEEN	1250 WASHINGTON STREET	BRAINTREE	MA	02184
1047 0 1	151 JEFFERSON ST	SANDERSON GARY W	SANDERSON LORI A TBYE	151 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 2	157 JEFFERSON ST	RULL GEORGE V	RULL MAUREEN T TBYE	157 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 3	161 JEFFERSON ST	GREEN STEPHEN	KENNEY JULIE	161 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 37	176 JEFFERSON ST	WALSH DANIEL J	WALSH JOANNE M	176 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 38	170 JEFFERSON ST	BRESLIN SEAN	BRESLIN PATRICIA TBYE	170 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 39	166 JEFFERSON ST	TARABELLI MADELINE	TARABELLI KENNETH M JT	166 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 4	167 JEFFERSON ST	WOOD LAUREN		167 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 40	160 JEFFERSON ST	PARKER ANDREW L	PARKER ESTHER M	160 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 41	154 JEFFERSON ST	ROTONDI JOSEPH M	CIARDI ROSE T	154 JEFFERSON STREET	BRAINTREE	MA	02184
1047 0 42	2 SHEPARD RD	DOVNER MATTHEW	DOVNER MICHELLE TBYE	2 SHEPARD ROAD	BRAINTREE	MA	02184
1052 0 1	JEFFERSON ST	BRAINTREE TOWN OF	GOLF COURSE	TOWN HALL	BRAINTREE	MA	02184

End of Report

**Abutters List**

**RECEIVED**

APR 0 4 2014

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 1045 0 59                      DATE: 3/27/2014  
 LOCUS OWNER: Pollara David C                      CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 51 SHEPARD RD                      CONTACT PHONE #: \_\_\_\_\_

**BOARD OF ASSESSORS  
 BRAINTREE, MA**

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Default (parcels within 300 feet)

<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1045 0 34	60 JEFFERSON ST	Pablan Jay M Trs	265 Franklin St	Boston	MA	02110
1045 0 34	60 JEFFERSON ST	Pablan Jay M Trs	265 Franklin St	Boston	MA	02110
1045 0 33	66 JEFFERSON ST	Dean Richard E Jr	66 Jefferson Street	Braintree	MA	02184
1045 0 32	70 JEFFERSON ST	Norton Thomas N	70 Jefferson Street	Braintree	MA	02184
1045 0 5	75 JEFFERSON ST	Mcguire William D	75 Jefferson Street	Braintree	MA	02184
1045 0 31	76 JEFFERSON ST	Kelleher Maureen A	76 Jefferson Street	Braintree	MA	02184
1045 0 30	80 JEFFERSON ST	Mulvey Thomas F	80 Jefferson Street	Braintree	MA	02184
1045 0 6	81 JEFFERSON ST	Cevolani Joseph V	81 Jefferson Street	Braintree	MA	02184
1045 0 29	86 JEFFERSON ST	Crowley Patrick	86 Jefferson Street	Braintree	MA	02184
1045 0 7	87 JEFFERSON ST	Moran Sean	87 Jefferson Street	Braintree	MA	02184
1045 0 28	90 JEFFERSON ST	Cerilli Robert J	90 Jefferson Street	Braintree	MA	02184
1045 0 27	94 JEFFERSON ST	Matchem James W	94 Jefferson Street	Braintree	MA	02184
1045 0 26	100 JEFFERSON ST	Bergstrom John E Le	100 Jefferson Street	Braintree	MA	02184
1045 0 24	112 JEFFERSON ST	Clifford Richard J	112 Jefferson Street	Braintree	MA	02184
1045 0 1	JEFFERSON ST	Braintree Town Of	1 Jfk Memorial Drive	Braintree	MA	02184
1052 0 1	JEFFERSON ST	Braintree Town Of	Town Hall	Braintree	MA	02184
1045 0 54	29 SHEPARD RD	Mcgarity Marianne	29 Shepard Road	Braintree	MA	02184
1045 0 44	32 SHEPARD RD	Rynne Audrey W	32 Shepard Road	Braintree	MA	02184
1045 0 58	35 SHEPARD RD	The May Institute Inc	722a Main Street	Yarmouthport	MA	02675
1045 0 43	38 SHEPARD RD	Hearn Jeremy R	38 Shepard Road	Braintree	MA	02184
1045 0 42	44 SHEPARD RD	Elstermeyer John C	44 Shepard Road	Braintree	MA	02184
1045 0 57	45 SHEPARD RD	Lafavre Paul / Diane M Le Trs	45 Shepard Road	Braintree	MA	02184
1045 0 58	49 SHEPARD RD	Farmer Steven F	49 Shepard Road	Braintree	MA	02184
1045 0 41	50 SHEPARD RD	Scibilla Frank J Jr	50 Shepard Road	Braintree	MA	02184
1045 0 40	54 SHEPARD RD	O'hara John E	54 Shepard Road	Braintree	MA	02184
1045 0 39	58 SHEPARD RD	Gagliardi Ruth Trs	58 Shepard Road	Braintree	MA	02184
1045 0 38	64 SHEPARD RD	Magner Robin L	64 Shepard Road	Braintree	MA	02184
1045 0 60	65 SHEPARD RD	Stanton William E	65 Shepard Road	Braintree	MA	02184
1045 0 37	68 SHEPARD RD	Cahill Michael F	68 Shepard Road	Braintree	MA	02184
1008 0 2	69 SHEPARD RD	Avitabile Alice E	69 Shepard Road	Braintree	MA	02184
1008 0 3	75 SHEPARD RD	Pitts Walter H Jr	75 Shepard Rd	Braintree	MA	02184
1045 0 35	76 SHEPARD RD	Lambros Lars	76 Shepard Road	Braintree	MA	02184
1008 0 4	79 SHEPARD RD	Connolly Stephen S	79 Shepard Rd	Braintree	MA	02184
1008 0 5	87 SHEPARD RD	Brunstrom Beth-ann	87 Shepard Rd	Braintree	MA	02184
1045 0 42A	SHEPARD RD	Braintree Town Of	Town Hall	Braintree	MA	02184
1008 0 11A	WASHINGTON ST	Dallon Arthur L Jr	183 Hobart Ave.	Braintree	MA	02184
1008 0 11	WASHINGTON ST	Mento John L Jr	1157 Washington St.	Braintree	MA	02184
1045 0 49	WASHINGTON ST	Braintree Town Of	Town Hall	Braintree	MA	02184

**DISCLAIMER**

ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

**Abutters List**

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 1045 0 47 DATE: 3/27/2014  
 LOCUS OWNER: Murphy Irrevocable Trust CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 24 SHEPARD RD CONTACT PHONE #: \_\_\_\_\_

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Custom (parcels within a user defined distance)

<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1045 0 31	78 JEFFERSON ST	Kelleher Maureen A	78 Jefferson Street	Braintree	MA	02184
1045 0 30	80 JEFFERSON ST	Mulvey Thomas F	80 Jefferson Street	Braintree	MA	02184
1045 0 6	81 JEFFERSON ST	Cevolani Joseph V	81 Jefferson Street	Braintree	MA	02184
1045 0 29	86 JEFFERSON ST	Crowley Patrick	86 Jefferson Street	Braintree	MA	02184
1045 0 7	87 JEFFERSON ST	Moran Sean	87 Jefferson Street	Braintree	MA	02184
1045 0 28	90 JEFFERSON ST	Cerilli Robert J	90 Jefferson Street	Braintree	MA	02184
1045 0 27	94 JEFFERSON ST	Matchem James W	94 Jefferson Street	Braintree	MA	02184
1045 0 26	100 JEFFERSON ST	Bergstrom John E Le	100 Jefferson Street	Braintree	MA	02184
1045 0 8	105 JEFFERSON ST	Hrebenak Peter Jr	105 Jefferson Street	Braintree	MA	02184
1045 0 24	112 JEFFERSON ST	Clifford Richard J	112 Jefferson Street	Braintree	MA	02184
1045 0 23	114 JEFFERSON ST	Donahue Francis T	114 Jefferson Street	Braintree	MA	02184
1045 0 10	117 JEFFERSON ST	Kream Richard H Trs	117 Jefferson Street	Braintree	MA	02184
1045 0 11	121 JEFFERSON ST	Derrane Paul C/Virginia trs	121 Jefferson Street	Braintree	MA	02184
1045 0 21	126 JEFFERSON ST	Pendergast Laurie B	126 Jefferson St	Braintree	MA	02184
1045 0 12	131 JEFFERSON ST	Selbert Richard A	131 Jefferson Street	Braintree	MA	02184
1045 0 20	132 JEFFERSON ST	Mcdermott Christopher R	132 Jefferson Street	Braintree	MA	02184
1045 0 19	136 JEFFERSON ST	Reynolds Catherine M Trs	136 Jefferson Street	Braintree	MA	02184
1045 0 14	141 JEFFERSON ST	Jeffery Donald K	141 Jefferson Street	Braintree	MA	02184
1045 0 18	142 JEFFERSON ST	Carco Michael J	142 Jefferson Street	Braintree	MA	02184
1045 0 17	146 JEFFERSON ST	Marando Kathleen M Trs	146 Jefferson Street	Braintree	MA	02184
1045 0 16	147 JEFFERSON ST	Callow Barry J	147 Jefferson Street	Braintree	MA	02184
1047 0 1	151 JEFFERSON ST	Sanderson Gary W	151 Jefferson Street	Braintree	MA	02184
1047 0 41	154 JEFFERSON ST	Rotondi Joseph M	154 Jefferson Street	Braintree	MA	02184
1047 0 2	157 JEFFERSON ST	Rull George V	157 Jefferson Street	Braintree	MA	02184
1047 0 40	160 JEFFERSON ST	Parker Andrew L	160 Jefferson Street	Braintree	MA	02184
1047 0 3	161 JEFFERSON ST	Green Stephen	161 Jefferson Street	Braintree	MA	02184
1047 0 39	166 JEFFERSON ST	Tarabelli Madeline	166 Jefferson Street	Braintree	MA	02184
1047 0 4	167 JEFFERSON ST	Wood Lauren	167 Jefferson Street	Braintree	MA	02184
1047 0 38	170 JEFFERSON ST	Graycar Paul J	170 Jefferson Street	Braintree	MA	02184
1047 0 37	176 JEFFERSON ST	Walsh Daniel J	176 Jefferson Street	Braintree	MA	02184
1052 0 1	JEFFERSON ST	Braintree Town Of	Town Hall	Braintree	MA	02184
1047 0 42	2 SHEPARD RD	Dency Stephen J	2 Shepard Road	Braintree	MA	02184
1045 0 48	4 SHEPARD RD	Laing Susan	4 Shepard Road	Braintree	MA	02184
1045 0 52	7 SHEPARD RD	Barone Elizabeth	7 Shepard Road	Braintree	MA	02184
1045 0 47A	16 SHEPARD RD	Diaute Richard F	16 Shepard Road	Braintree	MA	02184
1045 0 52A	19 SHEPARD RD	Cheung Edward M	19 Shepard Road	Braintree	MA	02184
1045 0 45	26 SHEPARD RD	Macaleese Robert J	26 Shepard Road	Braintree	MA	02184
1045 0 53	27 SHEPARD RD	Mcdonagh Patrick J	27 Shepard Road	Braintree	MA	02184
1045 0 54	29 SHEPARD RD	Mcganty Marianne	29 Shepard Road	Braintree	MA	02184
1045 0 44	32 SHEPARD RD	Rynne Audrey W	32 Shepard Road	Braintree	MA	02184
1045 0 58	35 SHEPARD RD	The May Institute Inc	722a Main Street	Yarmouthport	MA	02875
1045 0 43	38 SHEPARD RD	Hearn Jeremy R	38 Shepard Road	Braintree	MA	02184
1045 0 42	44 SHEPARD RD	Elstermeyer John C	44 Shepard Road	Braintree	MA	02184
1045 0 57	45 SHEPARD RD	Lafavre Paul / Diane M Le Trs	45 Shepard Road	Braintree	MA	02184
1045 0 58	49 SHEPARD RD	Farmer Steven F	49 Shepard Road	Braintree	MA	02184
1045 0 41	50 SHEPARD RD	Scibilia Frank J Jr	50 Shepard Road	Braintree	MA	02184
1045 0 59	51 SHEPARD RD	Pollara David C	51 Shepard Road	Braintree	MA	02184
1045 0 40	54 SHEPARD RD	O'hara John E	54 Shepard Road	Braintree	MA	02184
1045 0 39	58 SHEPARD RD	Gagliardi Ruth Trs	58 Shepard Road	Braintree	MA	02184
1045 0 38	64 SHEPARD RD	Magner Robin L	64 Shepard Road	Braintree	MA	02184
1045 0 60	65 SHEPARD RD	Stanton William E	65 Shepard Road	Braintree	MA	02184
1045 0 42A	SHEPARD RD	Braintree Town Of	Town Hall	Braintree	MA	02184
1046 0 23	21 SMITH ST	Mcras Dorothy F	21 Smith Street	Braintree	MA	02184
1045 0 49C	1241 WASHINGTON ST	Al Janabi Qasim	1241 Washington Street	Braintree	MA	02184
1045 0 49B	1247 WASHINGTON ST	Hadfield Dexter C	1247 Washington Street	Braintree	MA	02184
1046 0 29	1250 WASHINGTON ST	Trainor John J Jr	1250 Washington Street	Braintree	MA	02184

# NATIONAL GRID

BRAT1570

Generated by VANM at 6/11/2013 10:20:43 AM on 6/11/2013

(N E HOLLIS MEMORIAL)

BRAT1489

CLUB HOUSE  
CLUB HOUSE

BRAINTREE MUNICIPAL GOLF COURSE  
(N E HOLLIS MEMORIAL)

BRAT1581

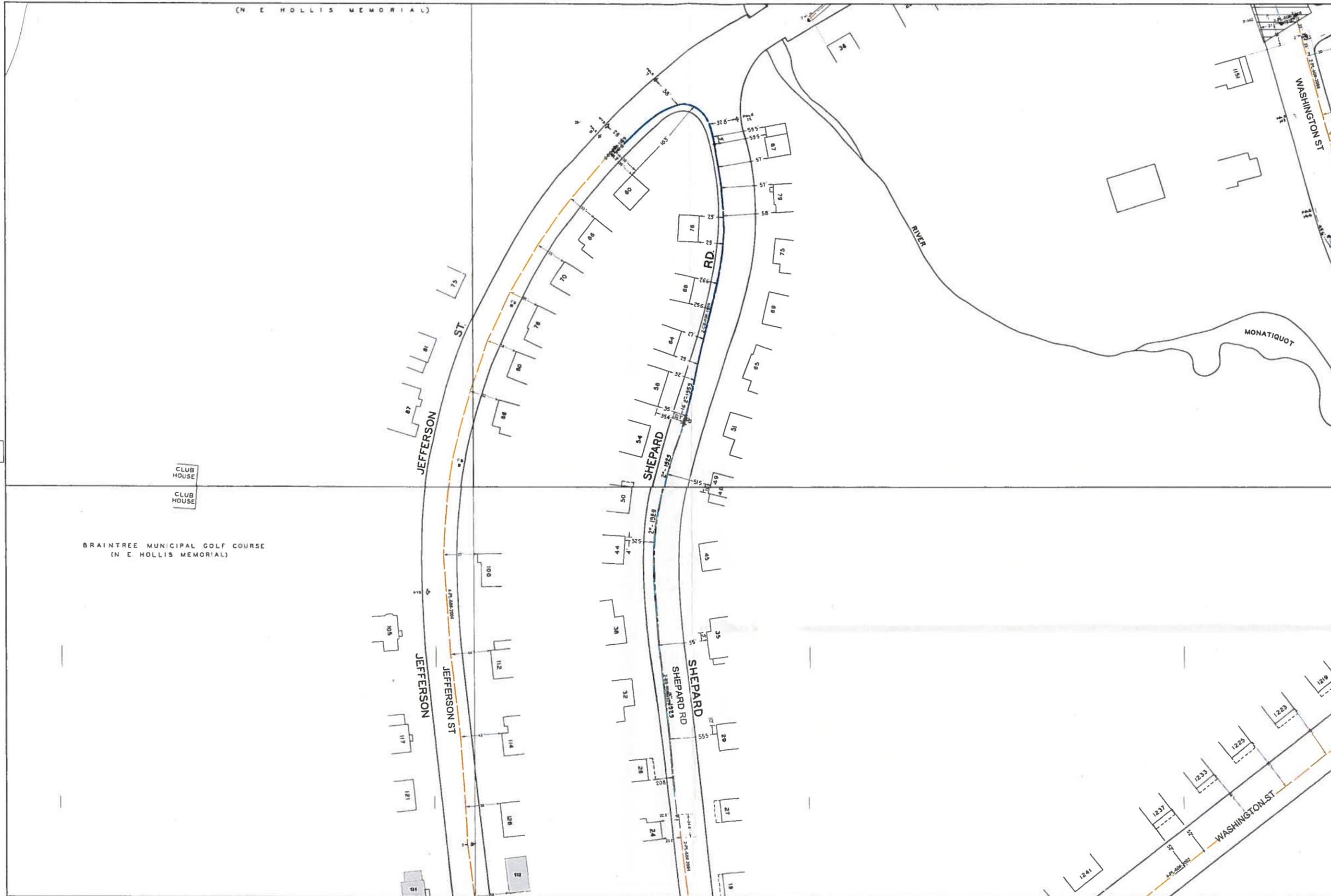
BRA



BRAT1590

**NOTE1:** The location of service pipes and corrosion components are not guaranteed to be correct. SPIPE, as well as original record documents, should be utilized for this information.  
**NOTE2:** The mains in NH without dimensions are not drawn to scale. These mains are intended to show the existence of gas main on the street and do not reflect the exact location of the main in the street.

T1580



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

# 1 4 - 0 3 0

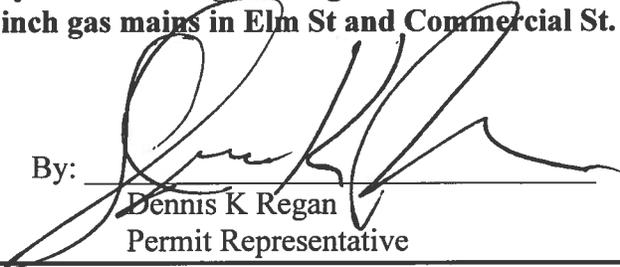
**Town of Braintree / Town Council:**

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

**To install and maintain approximately 400 feet more or less of 2 inch gas main in Elm St, Braintree from the existing 2 inch gas main in Commercial St, westerly to the end of the main at house #498 and approximately 190 feet more or less of 4 inch gas main in Commercial St from the existing 2 inch gas main at Hayward St northerly to the existing 4 inch gas main at house #590. All of which to replace and abandon the existing 2 inch gas mains in Elm St and Commercial St.**

Date: April 7, 2014

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



Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

MN # 144-8508

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

#14-030

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: April 7, 2014

APPLICANT: National Grid

ADDRESS: Various

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**

## Abuffers List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
2075 0 93	5 BOWER RD	GRAZIANO JOSEPH A	GRAZIANO MARY A	5 BOWER RD	BRAINTREE	MA	02184
2075 0 94	3 BOWER RD	AYLWARD MICHAEL G	AYLWARD PAULA M	3 BOWER ROAD	BRAINTREE	MA	02184
2075 0 96	460 ELM ST	PERFETTI LAWRENCE A	PERFETTI LENA L	460 ELM ST	BRAINTREE	MA	02184
2078 0 3	6 JAY ST	BONCALDO FILIPPO	BONCALDO ROSARIA TBYE	6 JAY ST	BRAINTREE	MA	02184
2078 0 3A	14 JAY ST	ROBERTS LILLIAN E		14 JAY STREET	BRAINTREE	MA	02184
2078 0 4A	465 ELM ST	VANICK G STEPHEN	VANICK JULIANA M	465 ELM ST	BRAINTREE	MA	02184
2078 0 4B	471 ELM ST	WILCOX DAVID E	WILCOX PAMELA M TBYE	471 ELM ST	BRAINTREE	MA	02184
2078 0 4C	477 ELM ST	LAWRENCE JEFFREY A	LAWRENCE MICHELLE B TB	477 ELM ST	BRAINTREE	MA	02184
2078 0 4D	485 ELM ST	MUI WESLEY YING CHENG	MUI ELAINE YIN LING	485 ELM ST	BRAINTREE	MA	02184
2078 0 6	ADAMS ST	BRAINTREE TOWN OF	CONSERVATION COMMISSI	JFK MEMORIAL DRIVE	BRAINTREE	MA	02184
3061 0 1	503 ELM ST	BURKE WILLIAM J	BURKE EILEEN M	503 ELM ST	BRAINTREE	MA	02184
3061 0 12	37 HOLDEN RD	MERCON ROBERT A + JEAN M		37 HOLDEN RD	BRAINTREE	MA	02184
3061 0 2	507 ELM ST	WU SU K	CHAN VIVANT TICS	507 ELM ST	BRAINTREE	MA	02184
3061 0 3	515 ELM ST	LAZAJ MONICA	LAZAJ ILIR TBYE	515 ELM STREET	BRAINTREE	MA	02184
3061 0 3A	521 ELM ST	THE GLORIA J ANDERSEN IRR TR	ANDERSEN GLORIA J	521 ELM STREET	BRAINTREE	MA	02184
3061 0 5	550 COMMERCIAL ST	BRAMAN FRANK A	BRAMAN CYNTHIA L TBYE	550 COMMERCIAL ST	BRAINTREE	MA	02184
3065 0 10	616 COMMERCIAL ST	FURLONG ROBERT M	FURLONG JEANNE M	616 COMMERCIAL ST	BRAINTREE	MA	02184
3065 0 11	622 COMMERCIAL ST	MALLORY RICHARD G	MALLORY CATHY M	622 COMMERCIAL ST	BRAINTREE	MA	02184
3065 0 12	624 COMMERCIAL ST	SCHUNEMANN WILLIAM F	SCHUNEMANN CAROL A	624 COMMERCIAL ST	BRAINTREE	MA	02184
3065 0 13	ELM ST	BROW RICHARD J	BROW ARDETH P TRS	484 ELM ST	BRAINTREE	MA	02184
3065 0 14	ELM ST	BROW RICHARD J	BROW ARDETH P TRS	484 ELM ST	BRAINTREE	MA	02184
3065 0 15	COMMERCIAL ST	FURLONG ROBERT M	FURLONG JEANNE M TBYE	616 COMMERCIAL ST	BRAINTREE	MA	02184
3065 0 2	588 COMMERCIAL ST	KELLEHER JOSEPH/KATHLEEN TF	THE KELLEHER FAMILY RE/	588 COMMERCIAL ST	BRAINTREE	MA	02184
3065 0 3	590 COMMERCIAL ST	WHITEHOUSE MARK	WHITEHOUSE LINDA	590 COMMERCIAL ST	BRAINTREE	MA	02184
3065 0 4	514 ELM ST	CALDWELL BARBARA RUTH		514 ELM ST	BRAINTREE	MA	02184
3065 0 5	508 ELM ST	CURREN PAMELA G		508 ELM ST	Braintree	MA	02184
3065 0 6	502 ELM ST	LARKIN BARBARA J		502 ELM STREET	BRAINTREE	MMA	02184
3065 0 7	498 ELM ST	BROW RICHARD J JR	BROW LINDA M TBYE	498 ELM ST	BRAINTREE	MA	02184
3065 0 7A	484 ELM ST	BROW RICHARD J	BROW ARDETH P TRS	484 ELM ST	BRAINTREE	MA	02184
3065 0 7C	ELM ST	BROW RICHARD J	BROW ARDETH P TRS	484 ELM ST	BRAINTREE	MA	02184
3065 0 8	600 COMMERCIAL ST	LABELLE JOHN T	LABELLE MARCIA C	600 COMMERCIAL STREET	BRAINTREE	MA	02184
3065 0 8A	COMMERCIAL ST	SHARPE BERNARD N/PATRICIA A	BRODEUR KENNETH G/NAN	596 COMMERCIAL STREET	BRAINTREE	MA	02184
3065 0 8B	596 COMMERCIAL ST	BRODEUR KENNETH G	BRODEUR NANCY C	596 COMMERCIAL STREET	BRAINTREE	MA	02184
3065 0 8C	594 COMMERCIAL ST	SHARPE BERNARD N TRS	SHARPE PATRICIA A TRS	594 COMMERCIAL STREET	BRAINTREE	MA	02184

#14-030

End of Report

**Abutters List**

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 3065 0 7                      DATE: 3/27/2014  
 LOCUS OWNER: Brow Richard J Jr              CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 498 ELM ST                  CONTACT PHONE #: \_\_\_\_\_

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Default (parcels within 300 feet)

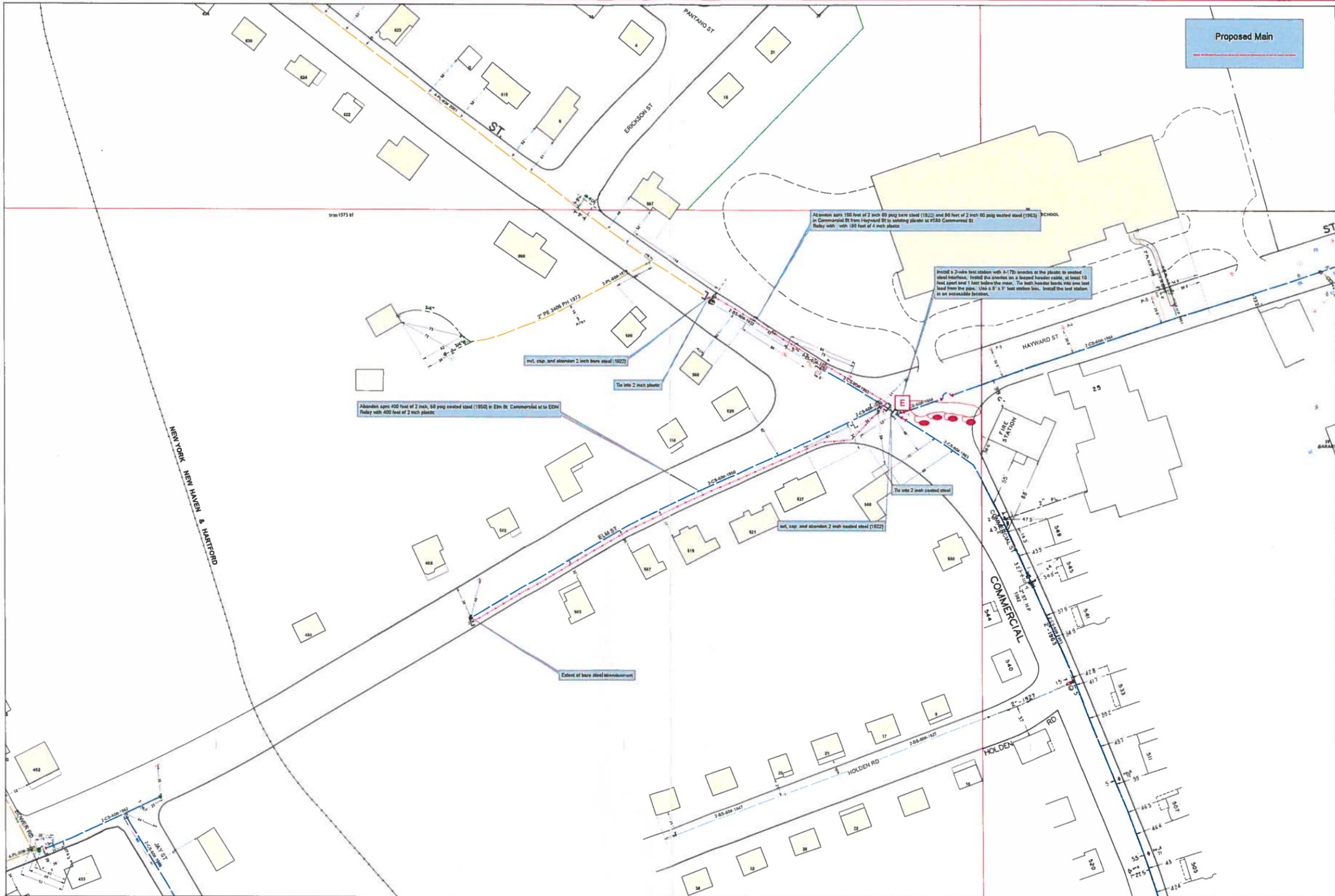
<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
2078 0 6	ADAMS ST	Braintree Town Of	Jfk Memorial Drive	Braintree	MA	02184
2075 0 94	3 BOWER RD	Aylward Michael G	3 Bower Road	Braintree	MA	02184
2075 0 93	5 BOWER RD	Graziano Joseph A	5 Bower Rd	Braintree	MA	02184
3061 0 5	550 COMMERCIAL ST	Braman Frank A	550 Commercial St	Braintree	MA	02184
3065 0 2	588 COMMERCIAL ST	Kelleher Joseph/kathleen Trs	588 Commercial St	Braintree	MA	02184
3065 0 3	590 COMMERCIAL ST	Whitehouse Mark	590 Commercial St	Braintree	MA	02184
3065 0 8C	594 COMMERCIAL ST	Sharpe Bernard N Trs	594 Commercial Street	Braintree	MA	02184
3065 0 8B	596 COMMERCIAL ST	Brodeur Kenneth G	596 Commercial Street	Braintree	MA	02184
3065 0 8	600 COMMERCIAL ST	Labelle John T	600 Commercial Street	Braintree	MA	02184
3065 0 10	616 COMMERCIAL ST	Furlong Robert M	616 Commercial St	Braintree	MA	02184
3065 0 11	622 COMMERCIAL ST	Mallory Richard G	622 Commercial St	Braintree	MA	02184
3065 0 12	624 COMMERCIAL ST	Schunemann William F	624 Commercial St	Braintree	MA	02184
3065 0 8A	COMMERCIAL ST	Sharpe Bernard N/patricia A Tr	596 Commercial Street	Braintree	MA	02184
3065 0 15	COMMERCIAL ST	Furlong Robert M	616 Commercial St	Braintree	MA	02184
2075 0 96	460 ELM ST	Perfetti Lawrence A	460 Elm St	Braintree	MA	02184
2078 0 4A	465 ELM ST	Vanick G Stephen	465 Elm St	Braintree	MA	02184
2078 0 4B	471 ELM ST	Wilcox David E	471 Elm St	Braintree	MA	02184
2078 0 4C	477 ELM ST	Lawrence Jeffrey A	477 Elm St	Braintree	MA	02184
3065 0 7A	484 ELM ST	Brow Richard J	484 Elm St	Braintree	MA	02184
2078 0 4D	485 ELM ST	Mul wesley Ying Cheng	485 Elm St	Braintree	MA	02184
3065 0 6	502 ELM ST	Larkin Barbara J	502 Elm Street	Braintree	MA	02184
3061 0 1	503 ELM ST	Burke William J	503 Elm St	Braintree	MA	02184
3061 0 2	507 ELM ST	Wu Su K	507 Elm St	Braintree	MA	02184
3065 0 5	508 ELM ST	Doherty Brian F	164 Shore Road	Greenwich	CT	06830
3065 0 4	514 ELM ST	Caldwell Barbara Ruth	514 Elm St	Braintree	MA	02184
3061 0 3	515 ELM ST	Carey Timothy	515 Elm Street	Braintree	MA	02184
3061 0 3A	521 ELM ST	The Gloria J Andersen Irr Trst	521 Elm Street	Braintree	MA	02184
3065 0 14	ELM ST	Brow Richard J	484 Elm St	Braintree	MA	02184
3065 0 7C	ELM ST	Brow Richard J	484 Elm St	Braintree	MA	02184
3065 0 13	ELM ST	Brow Richard J	484 Elm St	Braintree	MA	02184
3061 0 12	37 HOLDEN RD	Mercon Robert A + Jean M	37 Holden Rd	Braintree	MA	02184
2078 0 3	6 JAY ST	Boncaldo Filippo	6 Jay St	Braintree	MA	02184
2078 0 3A	14 JAY ST	Roberts Lillian E	14 Jay Street	Braintree	MA	02184

**DISCLAIMER**

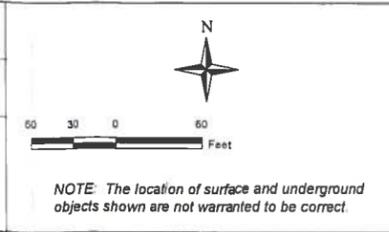
ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

**• PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.**  
**• CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.**



**ENGINEERING DESIGN - Proposed Scope of Work**  
**498-527 ELM ST, BRA, & 560-580 COMMERCIAL ST**  
 As part of the FY14/15 BSMNRPL Program, Main and Service Replacement recommends the relay of Aprx 400 feet of 2 inch, 60 psig coated steel (1950) in Elm St with 2 inch plastic from Commercial st to EOM, and Aprx 100 feet of 2 inch 60 psig bare steel (1922) and 90 feet of 2 inch 60 psig coated steel (1963) in Commercial St with 190 feet of 4 inch plastic from Hayward St to existing plastic at #590 Commercial



ENGINEER	NPWW	SIZE	2&4 Inch
DATE	9/11/2013	MATERIAL	Plastic
LENGTH	590 Feet	PRESSURE	60 PSIG
SECTIONALS	BRAS1573		924468
		WORK ORDER #	

ArcFM  
**nationalgrid**

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

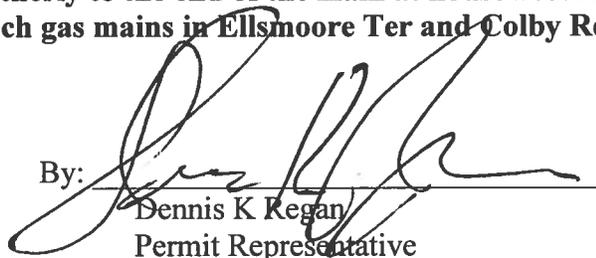
# 1 4 - 0 3 1

**Town of Braintree / Town Council:**

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

**To install and maintain approximately 250 feet more or less of 2 inch gas main in Ellsmoore Ter, Braintree from the existing 3 inch gas main at West St., southerly to the existing 2 inch gas main near Colby Rd and approximately 605 feet more or less of 2 inch gas main in Colby Rd from the existing 2 inch gas main at Ellsmoore Ter. Southerly to the end of the main at house #65. All of which to replace and abandon the existing 2 inch gas mains in Ellsmoore Ter and Colby Rd.**

Date: April 7, 2014

By:   
Dennis K Regan  
Permit Representative

**Town of Braintree / Town Council:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date April 7, 2014 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

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

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

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

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

\_\_\_\_\_  
Title

MN # 144-8508

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

#14-031

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: April 7, 2014

APPLICANT: National Grid

ADDRESS: Various

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

*Office of the Board of Assessors*



**Robert M. Cusack**  
Chairman

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
2041 0 1	247 WEST ST	HEPBURN MATTHEW I	HEPBURN SHARILYN R TBY	247 WEST ST	BRAINTREE	MA	02184
2041 0 1A	241 WEST ST	CHEN JING		241 WEST ST	BRAINTREE	MA	02184
2041 0 2A	225 WEST ST	MENG HAK		225 WEST ST	BRAINTREE	MA	02184
2041 0 2C	20 PACKARD DR	CANAVAN JOHN T	LYDON MARIE P JTS	20 PACKARD DRIVE	BRAINTREE	MA	02184
2044 0 1	33 ELLSMORE TR	CHIAVOLI LINDA LE	CHIAVOLI ADAM	33 ELLSMORE TERRACE	BRAINTREE	MA	02184
2044 0 10	17 HERBERT RD	FINN SUSAN C		17 HERBERT ROAD	BRAINTREE	MA	02184
2044 0 11	29 HERBERT RD	MCCONNELL MARK	MCCONNELL NANCY TBYE	29 HERBERT RD	BRAINTREE	MA	02184
2044 0 13	41 HERBERT RD	BAUSEMER MAUREEN S	BAUSEMER HAROLD J TBYE	41 HERBERT RD	BRAINTREE	MA	02184
2044 0 14	42 HERBERT RD	KROHA ROBERT F	HOYE KIMBERLEY K JTS	42 HERBERT ROAD	BRAINTREE	MA	02184
2044 0 15	34 HERBERT RD	BAGLEY CHARLES A	BAGLEY JANE P DOOLEY	34 HERBERT RD	BRAINTREE	MA	02184
2044 0 16	26 HERBERT RD	DELUCCA LOUIS F	DELUCCA DEBRA M TBYE	26 HERBERT RD	BRAINTREE	MA	02184
2044 0 17	18 HERBERT RD	RANDELL HAROLD R	RANDELL LUCILLE	18 HERBERT RD	BRAINTREE	MA	02184
2044 0 18	10 HERBERT RD	HAUGH JAMES J	HAUGH LINDA TBYE	10 HERBERT ROAD	BRAINTREE	MA	02184
2044 0 19A	51 HERBERT RD	WOOD GERALD J	WOOD SANDRA	51 HERBERT RD	BRAINTREE	MA	02184
2044 0 19B	57 HERBERT RD	BARNES PATRICK JR	BARNES ROBERT/BARNES I	59 HERBERT ROAD	BRAINTREE	MA	02184
2044 0 19C	63 HERBERT RD	SALVUCCI WILLIAM L/ROBERT A	SALVUCCI R O/SONGDAHL	63 HERBERT ROAD	BRAINTREE	MA	02184
2044 0 19E	58 HERBERT RD	PARKER GILES B III	PARKER MICHELLE L TBYE	58 HERBERT ROAD	BRAINTREE	MA	02184
2044 0 19F	50 HERBERT RD	REARDON THERESA J	FITZGERALD JOHN J	50 HERBERT ROAD	BRAINTREE	MA	02184
2044 0 2	25 ELLSMORE TR	TAMULIS JOSEPH A		25 ELLSMORE TR	BRAINTREE	MA	02184
2044 0 3	250 WEST ST	MICHEL PATRICK T	MICHEL ADRIENNE A TBYE	250 WEST ST	BRAINTREE	MA	02184
2044 0 4	34 ELLSMORE TR	LARIA LINDA LEE	DAVIS JOSEPH M JT	34 ELLSMORE TERR	BRAINTREE	MA	02184
2044 0 5	99 COLBY RD	MOESSO JOSEPH F	MOESSO CATHERINE M TE	99 COLBY RD	BRAINTREE	MA	02184
2044 0 6	107 COLBY RD	MACBRIDE ARDIS L	MACBRIDE LISA	107 COLBY RD	BRAINTREE	MA	02184
2044 0 7	6 ELLSMORE TR	COSTELLO BRETT E	COSTELLO ELIZABETH TBYE	6 ELLSMORE TERRACE	BRAINTREE	MA	02184
2044 0 9	232 WEST ST	PATTAVINA VINCENT/OLIVE F	C/O BETSY FLYNN	114 ADDISON ST	BRAINTREE	MA	02184
2045 0 19S	110 HERBERT RD	EVERS WILLIAM T	EVERS PATRICIA M TBYE	110 HERBERT RD.	BRAINTREE	MA	02184
2045 0 19T	102 HERBERT RD	KILMER CARLETON F TRS	KILMER MARYELLEN TRS	8 YARROW ROAD	THORNTON	NH	03223
2045 0 19U	94 HERBERT ROAD EX	MCCARTHY CATHERINE W TRS	MCCARTHY REVOCABLE TR	94 HERBERT RD EXT	BRAINTREE	MA	02184
2047 0 29	83 COLBY RD	MARIANO CARMEN M	MARIANO EDITH E	83 COLBY RD	BRAINTREE	MA	02184
2047 0 3	14 COLBY RD	LONGWORTH ELIZABETH A		14 COLBY RD	BRAINTREE	MA	02184
2047 0 30	73 COLBY RD	ONEILL EUGENE	ONEILL FRANCES TBYE	73 COLBY RD	BRAINTREE	MA	02184
2047 0 34A	20 COLBY RD	DRISCOLL ROLAND L	DRISCOLL ALICE M	20 COLBY RD	BRAINTREE	MA	02184
2047 0 34B	28 COLBY RD	GOODMAN GARY	GOODMAN VANESSA	28 COLBY ROAD	BRAINTREE	MA	02184
2047 0 34D	60 COLBY RD	KILEY EMMETT J TRS	KILEY EILEEN T TRS	60 COLBY ROAD	BRAINTREE	MA	02184
2047 0 34E	76 COLBY RD	MILLER HENRY F	STEWART PATRICIA E TBYE	76 COLBY ROAD	BRAINTREE	MA	02184
2047 0 34F	82 COLBY RD	CAMPANELLI ANDREA J	GARVEY JOHN A JR	82 COLBY RD	BRAINTREE	MA	02184
2047 0 4	54 ELLSMORE TR	VENTI GROH MARIAN L		54 ELLSMORE TERRACE	BRAINTREE	MA	02184
2047 0 5	44 ELLSMORE TR	PETRILLI RONNA M CAMPANELLI	PETRILLI LAWRENCE J III T	44 ELLSMORE TERRACE	BRAINTREE	MA	02184
2047 0 6	94 COLBY RD	ROWELL MICHAEL F	ROWELL SHARON A TBYE	94 COLBY ROAD	BRAINTREE	MA	02184
2047 0 7	53 ELLSMORE TR	COYLE PHILIP	COYLE THERESE C	53 ELLSMORE TERR	BRAINTREE	MA	02184

#14-031

End of Report

## Abutters List

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 2044 0 6                      DATE: 3/25/2014  
 LOCUS OWNER: Macbride Ardis L              CONTACT PERSON: \_\_\_\_\_  
 LOCUS ADDRESS: 107 COLBY RD              CONTACT PHONE #: \_\_\_\_\_

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Custom (parcels within a user defined distance)

<u>Map &amp; Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
2047 0 3	14 COLBY RD	Longworth Elizabeth A	14 Colby Rd	Braintree	MA	02184
2047 0 34A	20 COLBY RD	Driscoll Roland L	20 Colby Rd	Braintree	MA	02184
2047 0 34B	28 COLBY RD	Goodman Gary	28 Colby Road	Braintree	MA	02184
2047 0 34D	60 COLBY RD	Kiley Emmett J Trs	60 Colby Road	Braintree	MA	02184
2047 0 30	73 COLBY RD	O'Neill Eugene	73 Colby Rd	Braintree	MA	02184
2047 0 34E	76 COLBY RD	Miller Henry F	76 Colby Road	Braintree	MA	02184
2047 0 34F	82 COLBY RD	Campanelli Andrea J	82 Colby Rd	Braintree	MA	02184
2047 0 29	83 COLBY RD	Mariano Carmen M	83 Colby Rd	Braintree	MA	02184
2047 0 6	94 COLBY RD	Rowell Michael F	94 Colby Road	Braintree	MA	02184
2044 0 5	99 COLBY RD	Mosesso Joseph F	99 Colby Rd	Braintree	MA	02184
2044 0 7	6 ELLSMORE TR	Costello Brett E	6 Ellsmore Terrace	Braintree	MA	02184
2044 0 2	25 ELLSMORE TR	Tamulis Joseph A	25 Ellsmore Tr	Braintree	MA	02184
2044 0 1	33 ELLSMORE TR	Chiavoli Linda	33 Ellsmore Terr	Braintree	MA	02184
2044 0 4	34 ELLSMORE TR	Lauria Linda Lee	34 Ellsmore Terr	Braintree	MA	02184
2047 0 5	44 ELLSMORE TR	Campanelli Ronna M	44 Ellsmore Terr	Braintree	MA	02184
2047 0 7	53 ELLSMORE TR	Coyle Phillip	53 Ellsmore Terr	Braintree	MA	02184
2047 0 4	54 ELLSMORE TR	Venti Groh Marian L	54 Ellsmore Terrace	Braintree	MA	02184
2044 0 18	10 HERBERT RD	McConnell Martha	10 Herbert Road	Braintree	MA	02184
2044 0 10	17 HERBERT RD	Finn Susan C	17 Herbert Road	Braintree	MA	02184
2044 0 17	18 HERBERT RD	Randell Harold R	18 Herbert Rd	Braintree	MA	02184
2044 0 16	26 HERBERT RD	DeLuca Louis F	26 Herbert Rd	Braintree	MA	02184
2044 0 11	29 HERBERT RD	McConnell Mark	29 Herbert Rd	Braintree	MA	02184
2044 0 15	34 HERBERT RD	Bagley Charles A	34 Herbert Rd	Braintree	MA	02184
2044 0 13	41 HERBERT RD	Bausemer Maureen S	41 Herbert Rd	Braintree	MA	02184
2044 0 14	42 HERBERT RD	Kroha Robert F	42 Herbert Road	Braintree	MA	02184
2044 0 19F	50 HERBERT RD	Reardon Theresa J	50 Herbert Road	Braintree	MA	02184
2044 0 19A	51 HERBERT RD	Wood Gerald J	51 Herbert Rd	Braintree	MA	02184
2044 0 19B	57 HERBERT RD	Barnes Marie G	59 Herbert Road	Braintree	MA	02184
2044 0 19E	58 HERBERT RD	Parker Giles B III	58 Herbert Road	Braintree	MA	02184
2044 0 19C	63 HERBERT RD	Salvucci William L/Robert A	63 Herbert Road	Braintree	MA	02184
2045 0 19T	102 HERBERT RD	Kilmer Carleton F Trs	8 Yarrow Road	Thomton	NH	03223
2045 0 19S	110 HERBERT RD	Evers William T	110 Herbert Rd.	Braintree	MA	02184
2045 0 19U	94 HERBERT ROAD EX	McCarthy Catherine W	94 Herbert Rd Ext	Braintree	MA	02184
2041 0 2C	20 PACKARD DR	Canavan John T	20 Packard Drive	Braintree	MA	02184
2041 0 2A	225 WEST ST	Meng Hak	225 West St	Braintree	MA	02184
2044 0 9	232 WEST ST	Pattavina Vincent	232 West St	Braintree	MA	02184
2041 0 1A	241 WEST ST	Chen Jing	241 West St	Braintree	MA	02184
2041 0 1	247 WEST ST	Filocco Kelly L	247 West St	Braintree	MA	02184
2044 0 3	250 WEST ST	Michel Patrick T	250 West St	Braintree	MA	02184

### DISCLAIMER

ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

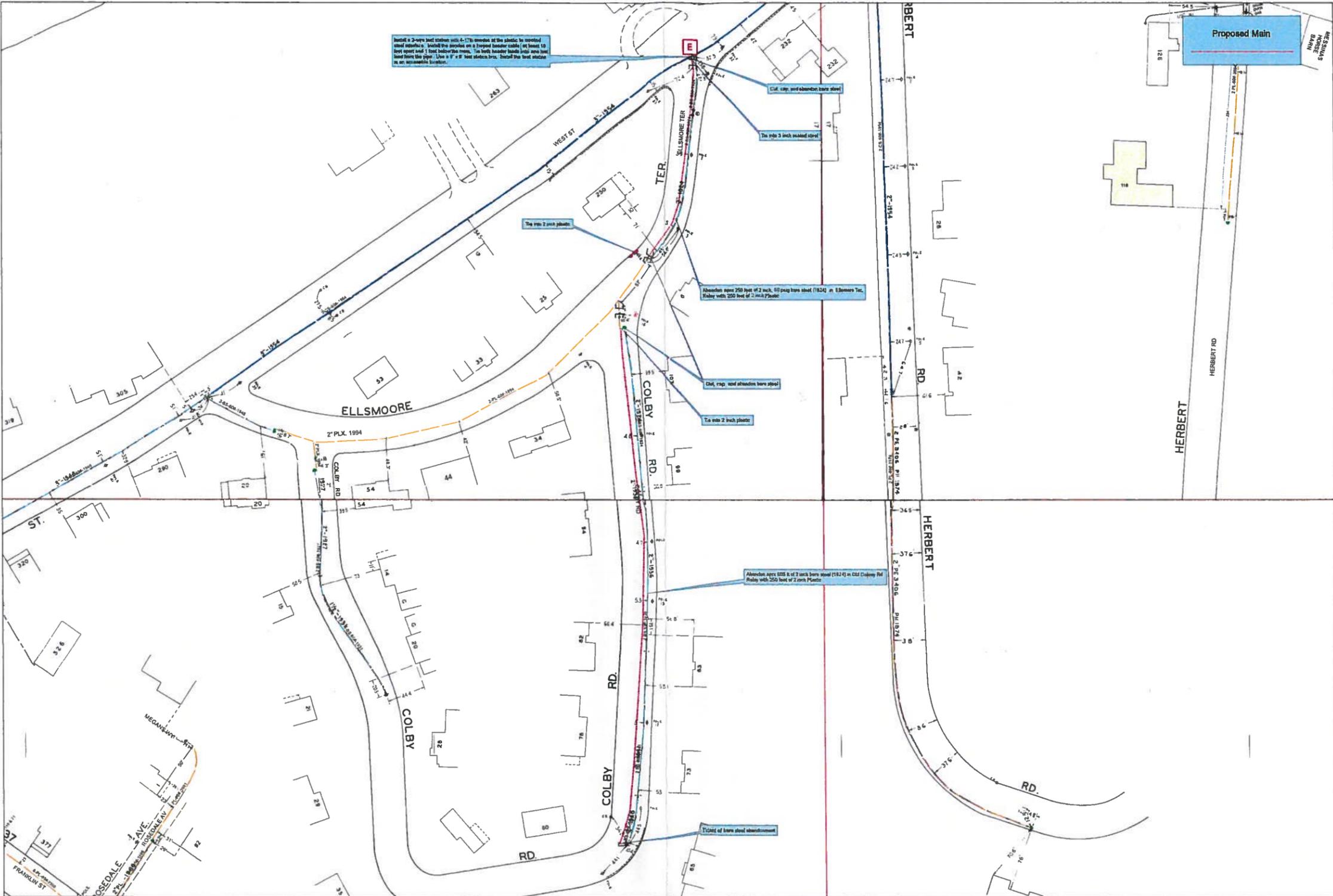
THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

232 West St  
250 West St  
6 Ellsmore Ter  
60 Colby Rd  
73 Colby Rd  
76 Colby Rd  
82 Colby Rd  
83 Colby Rd  
94 Colby Rd  
99 Colby Rd

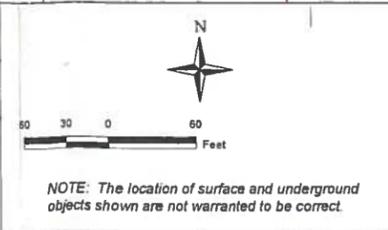
Pattavina, Vincent  
Michel, Patrick T  
Mosesso, Joseph F  
Kiley, Emmett J Trs  
O'Neill, Eugene  
Miller, Henry F  
Campanelli, Andrea J  
Mariano, Carmen M  
Rowell, Michael F  
Mosesso, Joseph F

~~2044 0 9~~ ✓  
~~2044 0 3~~ ✓  
~~2044 0 7~~  
~~2047 0 34 D~~  
~~2047 0 30~~  
~~2047 0 34 E~~  
~~2047 0 34 F~~  
~~2047 0 29~~  
~~2047 0 6~~  
~~2044 0 5~~

• PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.  
 • CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



**ENGINEERING DESIGN - Proposed Scope of Work**  
**0-6 ELLSMORE TER, BRA, & 60-107 COLBY RD**  
 As part of the FY14/15 BSMNRPL Program, Main and Service Replacement recommends the relay of aprx 250 feet of 2 inch, 60 psig bare steel (1924) with 2 in plastic in Ellsmore Ter, from West St. to existing 2 inch 60 psig plastic (1994), and the relay of aprx 605 ft of 2 inch bare steel (1924) in Old Colony Rd from Ellsmore Ter to end of main at #65 Ellsmore Ter.



ENGINEER	NPVW	SIZE	2 Inch
DATE	08/22/2013	MATERIAL	Plastic
LENGTH	855 Feet	PRESSURE	60 PSIG
SECTIONALS	BRTA1428	WORK ORDER #	924573
	BRTA1438		

ArcFM  
**nationalgrid**

# 034 14

## TOWN CLERK FINALIST INTERVIEWS

- 1) Human Research Department to number all applications as received.
- 2) Human Research Director to identify all qualified applications with a “Q” and all unqualified applications with a “U”.
- 3) Copies of all applications to be placed in a sealed envelope for each Committee Member and placed in their Council Office mailbox by April 16th.
- 4) April 22nd; Committee members will review qualified applications and select up to 10 for first interview and develop interview questions. **Closed session.**
- 5) April 23rd; Committee Chairman Mullaney will provide Human Resource Director with the number/name of those selected to schedule first round interviews.
- 6) April 28th; First round interviews begin at 6:00pm; 30 minutes per interview. **Closed Session.**  
  
At conclusion of last interview Committee will choose three finalists.  
  
Committee is required by MGL to come out of closed session into **open session** and announce the names of the three finalists.
- 7) April 29th; Committee Chairman Mullaney will provide Human Resource Director with the number/name of the three finalists to schedule final interviews before the full Council.
- 8) April 30th; at 7:30pm first interview is to be scheduled; 45 minutes per interview. **Open session.**
- 9) May 1st; at the regularly scheduled Council Meeting members will choose new Town Clerk.

### NOMINATION PROCEDURE

1. Motion to open nominations (second/vote)
2. Nominations will be from the floor
3. Recognition from the chair is not required
4. Nominations do not have to be seconded, but it is not out of order to do so
5. A Councilor should not offer more than one nomination until all members have had the opportunity to make a nomination
6. Council President will ask members if there are any additional nominations; if none.....
7. Motion to close nominations (second/vote)

### ELECTION PROCEDURE

1. Election will be conducted by roll-call vote
2. Vote will be taken in order nominated
3. The election will be decided by first nominee achieving a majority vote
4. If there is a tie vote or no one receives a majority vote, members continue voting until someone is elected with a majority vote
5. The roll is called in alphabetical order except that the presiding officer's name is called last
6. Council President reads.... "Members, as I call your name respond with a "yes" if you are in favor of the nominee or "no" if you are not in favor of the nominee."
7. For **(INSERT NAME OF FIRST PERSON NOMINATED)**, Councilor **(INSERT LAST NAME OF COUNCIL MEMBER IN ORDER AS LISTED BELOW)** how do you vote? **(Repeat for each member)**

- 7A) If first person receives majority vote, election ends; if not, read step 7 with second person nominated  
 7B) If second person receives majority vote, election ends; if not, read step 7 with third person nominated  
 7C) If third person receives majority vote, election ends; if not, repeat process until majority vote is attained.

### VOTING ORDER

<u>COUNCIL MEMBER</u>	<u>ORDER OF CANDIDATE NOMINATION</u>					
	<u>FIRST</u>		<u>SECOND</u>		<u>THIRD</u>	
Clifford	Y	N	Y	N	Y	N
Hume	Y	N	Y	N	Y	N
Kokoros	Y	N	Y	N	Y	N
Mullaney	Y	N	Y	N	Y	N
O'Brien	Y	N	Y	N	Y	N
Owens	Y	N	Y	N	Y	N
Powers	Y	N	Y	N	Y	N
Ryan	Y	N	Y	N	Y	N
Bowes	Y	N	Y	N	Y	N

**MOTION TO FORMALIZE APPOINTMENT**

I move that pursuant to Section 2-8 (b) of the Charter of the Town of Braintree the Town Council appoints (**INSERT NAME OF PERSON APPOINTED**) as Town Clerk effective May 1, 2014 and will serve for a term of 3 years and until a successor is chosen and qualified.

**MOTION TO ESTABLISH TOWN CLERK STARTING SALARY**

I move that the Town Clerk Salary shall be established at the M-18 (**INSERT LETTER FROM BELOW**)

Town Clerk Salary Range:

M-18 **A** = \$73,455.79

M-18 **B** = \$76,401.54

M-18 **C** = \$79,353.79

M-18 **D** = \$82,300.92

M-18 **E** = \$85,615.31