

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 -

May 1, 2014 • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30_{PM}

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
- 035 14 Councilor Kokoros: Braintree Football Golf Tournament
- 038 14 Council President: Annual Rabies Clinic

APPROVAL OF MINUTES

- April 15, 2014

CITIZEN CONCERNS/COUNCIL RESPONSE

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- 14 032 Mayor: FY2015 Budget

OLD BUSINESS

- 034 14 Council President: Appointment of Town Clerk or take up any action relative thereto
- 14 023 Mayor: Land Lease Wireless Communications Facility-River Street or take up any action relative thereto
- 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 Terrace and Colby Road or take up any action relative thereto

NEW BUSINESS

Refer to the Committee on Ways & Means

- 14 032 Mayor: FY2015 Operating Budget or take up any action relative thereto
- 14 033 Mayor: FY2015 Revolving Accounts or take up any action relative thereto
- 14 035 Mayor: FY14 Supplemental Appropriations #3 or take up any action relative thereto
- 14 036 Mayor: Line Item Transfer CBA AFSCME, Library Association Patrolman or take up any action relative thereto
- 14 037 Mayor: Appointment Pond Meadow Park Commission – Frank Collins or take up any action relative thereto
- 14 038 Town Council: Prior Fiscal Year Unpaid bill or take up any action relative thereto
- 14 039 Mayor: FY2015 Budget Community Preservation Committee or take up any action relative thereto

Refer to the Committee on Ordinance & Rules

- 14 034 Dennis Graziano: Rezone Application – Adams and Arnold Street or take up any action relative thereto
- 14 040 Council President: Title 6, Chapter 6: Animals or take up any action relative thereto

Topics the Chair does not reasonably anticipate will be discussed

ADJOURNMENT

- Next Council Meeting: **MAY 13, 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.

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John C. Mullaney

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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 28TH

MAY 5th

MAY 12th

MAY 19th

MAY 26th

(Week of May 26th 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**

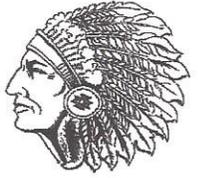
**COMPOST SITE HOURS STARTING APRIL 2, 2014
WEDNESDAY THRU SUNDAY 7:30 AM- 3:00 PM.
CLOSED MONDAYS, TUESDAYS & HOLIDAYS**

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



BRAINTREE FOOTBALL BOOSTER CLUB

PRESENTS



**The 3rd Annual
Braintree Football
Golf Tournament**

FRIDAY, JUNE 6TH

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*****

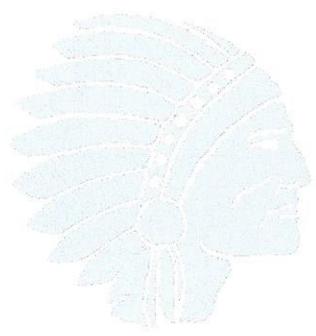
NAME: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TEAMMATES: _____

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



Joseph C. Sullivan
Mayor



ANNUAL RABIES CLINIC

DATE: SATURDAY MAY 3, 2014

TIME: 10:00AM- 12:00PM

**LOCATION: TOWN HALL-
OUTSIDE SIDE ENTRANCE**

The Annual Rabies Clinic is sponsored by the Town of Braintree, Braintree Jaycees and Dr. Richard Harris, of VCA South Shore Animal Hospital.

The vaccination fee per animal is \$12.00.

*** The Town Clerk's office will be opened during this clinic to license dogs for 2014. The license fee is \$ 10.00 per dog that is spayed/neutered.**

**** Clients are asked to bring their animal's current rabies certificate.**



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OFFICE OF THE TOWN COUNCIL

April 15, 2014

MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, April 15, 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: Richard Walsh, Director Veteran's Services

CORRESPONDENCE

None

ANNOUNCEMENTS

- 025 14 Councilor Hume: Run for Charlotte
- 030 14 Councilor Clifford: CATS Academy Boston School
- 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

Motion: by Councilor Powers to approve

Second: by Councilor Kokoros

Vote: For (9), Against (0)

CITIZEN CONCERNS/COUNCIL RESPONSE

- **022 14 Council President: Comcast – Resident Issue**

Councilor Clifford reported that he had a telephone discussion with Mr. Driscoll, VP of Marketing for Comcast and was informed that Comcast has established concrete steps to avoid a similar event in the future and extended the policy at Comocast. Mr. Driscoll contacted Ms. Fleming and explained the new practices that will be put into place. Councilor Clifford spoke with Ms. Fleming and she indicated that she was comfortable with what was presented to her by Mr. Driscoll.

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- **036 14 Councilor Mullaney: Council Chambers Status Report**

Councilor Mullaney, Chairman of the Council Chambers Committee, commented that he was not satisfied with the existing Council table or with the existing Council chambers. He had visited several sites that he was going to recommend the committee members to look at however, in his initial review, he found that the 90 Pond Street facility was being vacated by the various town departments housed there and the old Watson Library building will be housing several of the departments from the Pond Street building. Councilor Mullaney noted that an unnamed corporation may be donating a “horseshoe” conference table that would be more suitable for Council members. He believes that the table would become available in September.

- **004 14 Councilor O’Brien: MMA Annual Conference Report**

Councilor O’Brien commented that as per Council Policy Rule #1, he is submitting his report on the Annual MMA Conference.

OLD BUSINESS

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

Councilor Mullaney, Chairman of the Committee on Ways & Means, that the Committee has recommended favorable action.

Richard Walsh, Director Veteran’s Services, commented that Braintree has been in the forefront on this issue, being led by Councilor Clifford. The program has been established for “Citizen Soldiers”;

that is, those who had enlisted in the National Guard or Reserves. The intent of the National Guard and Reserves was to protect the State and local communities and respond to local disasters. Now, these organizations are being called to active duty and stationed overseas. A significant hardship is placed on these individuals; leaving their jobs, leaving their families and a financial hardship. The intent of this act is to lessen the financial hardship by granting property tax relief to these returning “citizen soldiers”.

Councilor Clifford made the following motions:

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.

Motion: by Councilor Clifford
Second: by Councilor Kokoros
Vote: For (9), Against (0)

OLD 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

Motion: by Councilor Powers to move Order 14 022 to Committee
Second: by Councilor Kokoros
Vote: For (9), Against (0)

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

Motion: by Councilor Powers to move the above Orders to Committee
Second: by Councilor Kokoros
Vote: For (9), Against (0)

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

Motion: by Councilor Powers to move the above Orders to Committee
Second: by Councilor Kokoros
Vote: For (9), Against (0)

Other Business

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

Councilor President Bowes informed members that he has added this item to the agenda to provide members and the general public with an overview of the selection procedure, nomination procedure and election procedure for the vacant Town Clerk position. Additionally, he noted that April 30th was added to the Council meeting schedule, to begin at 7:30pm, to allow each member the opportunity to interview each finalist. And, on May 1st the membership will select the next Town Clerk. He then asked members if there were any questions. Councilor Owens asked where notice was placed for the vacant position. Councilor Ryan responded that it appeared on the Braintree Town Website, the Massachusetts Municipal Association and the Town Clerk Association websites.

Councilor Mullaney, Chairman of the Personnel Issues Committee, informed members that April 15th was the last day for accepting resumes and at 4:30pm Human Resources received 34 applications.

ADJOURNMENT

It was unanimously voted to adjourn the meeting at 8:14p.m.

Respectfully submitted,
James M. Casey
Clerk of the Council

Documents provided for Meeting

- April 1, 2014 Minutes
- 022 14 Council President: Comcast – Resident Issue
- 036 14 Councilor Mullaney: Council Chambers Status Report
- 004 14 Councilor O’Brien: MMA Annual Conference Report
- 14 014 Councilor Clifford: Chapter 134 of the Acts of 2008 – Extension to FY2016
- 14 022 Council President: Update of Chapter 5-565 Peddling and Solicitation
- 14 015 Mayor: FY2014 Capital Plan
- 14 016 Mayor: Rescind prior Borrowing Authorizations – Various Departments
- 14 017 Mayor: Transfer of Unexpended Funds – Building Renovations
- 14 018 Mayor: Supplemental Appropriation – FY2014 Capital Plan Water Enterprise
- 14 019 Mayor: Appropriation – FY2014 Water Capital Plan
- 14 020 Mayor: Supplemental Appropriation – FY2014 Capital Plan
- 14 021 Mayor: Appropriation – FY2014 Capital Plan
- 14 023 Mayor: Land Lease Wireless Communications Facility-River Street
- 14 024 National Grid: Petition Union Street area
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- 14 031 National Grid: Petition Ellsmoore Ter. And Colby Road
- 034 14 Council President: Added Meeting Date: Town Clerk Position

14 032 Mayor: FY2015 Operating Budget

14 033 Mayor: FY2015 Revolving Accounts

14 039 Mayor: FY2015 Budget Community

Preservation Committee

**Mayor to provide overview of proposed
FY2015 Operating Budget.**

Documents for the above three Orders can be found in your hard copy of the FY2015 Operating Budget Book

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



**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

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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

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- 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 1st 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.

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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) |

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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.

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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
Qualifications of Respondent	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.
Three References of Respondent, Chosen for Similarity to Braintree project	Three excellent references.	Two excellent references, no poor references.	Less than two excellent references, one or more poor references.
Financial Outlook	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.
Plan for Installation, if applicable	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.
Visual Impact of Design	Design improves visual impact of current configuration.	Design maintains visual impact of current configuration.	Design negatively impacts visual impact of current configuration.
Plan for Cell Tower Management	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.
Number of Antenna/Antenna Arrays projected	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.
Price Proposal-- Amount	Offers largest total amount for ten years, assuming six antenna/antenna arrays on cell tower.	-----	-----

Continued next page

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Price Proposal Simplicity	Very easy to compute payments due.	Minor complexity involved in computing payments	Method for computing payments is complex and carries reasonable risk of error.
Community Benefits	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.

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 1st 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 1st 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: _____

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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.

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 1st 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

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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).

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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. §§

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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,

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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.

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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

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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

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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.)

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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

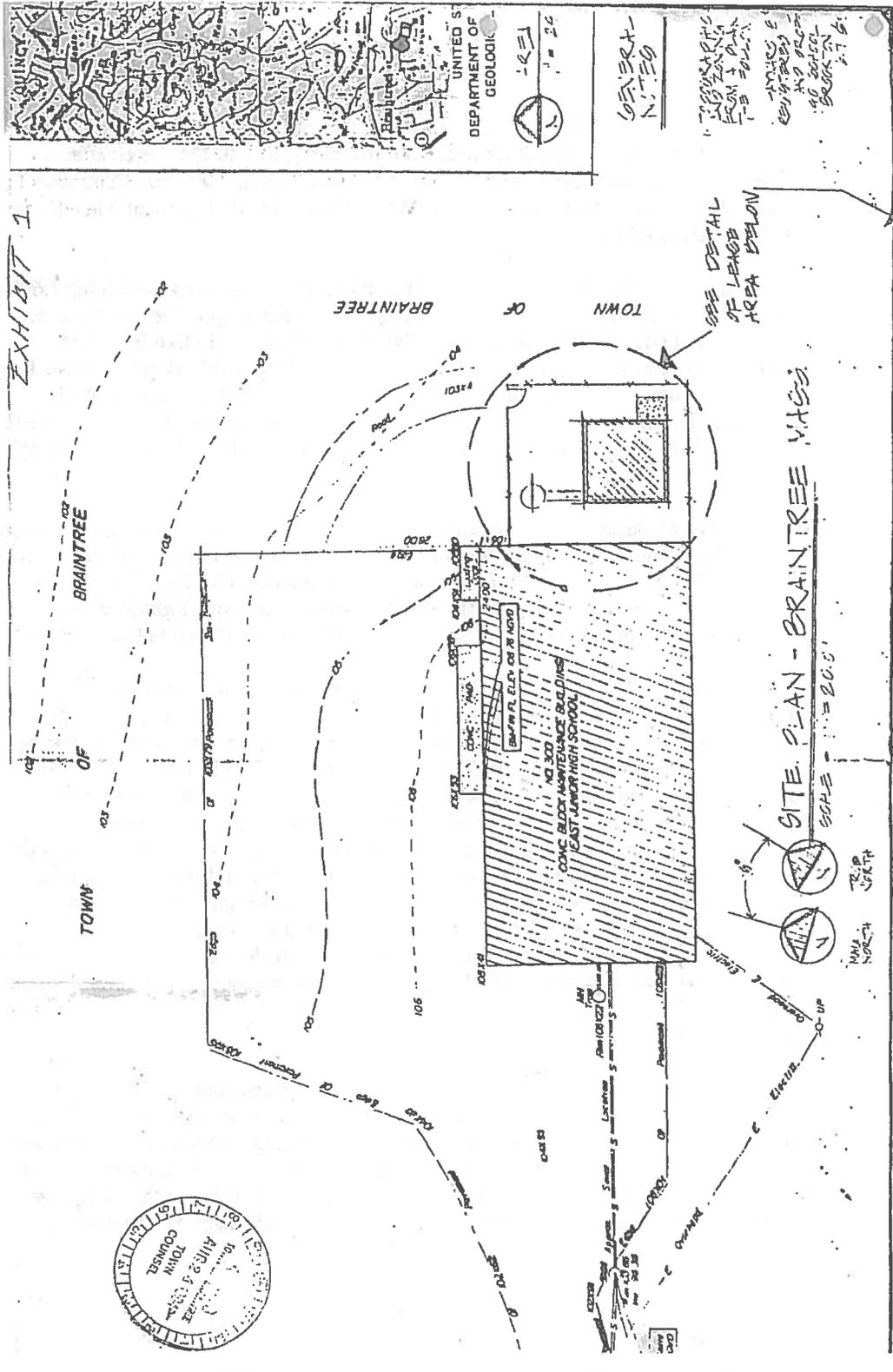


EXHIBIT 2

**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

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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 31st 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

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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.

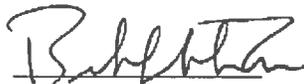
23. If any term of this Lease Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms hereof, which shall continue in full force and effect.

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

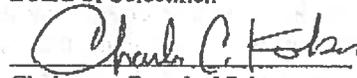
WITNESS:
Town of Braintree



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

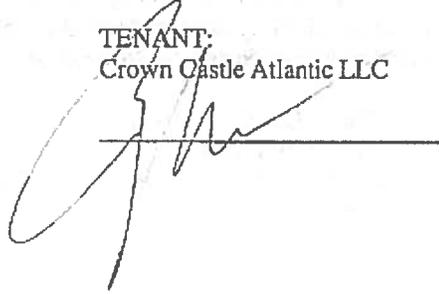


Exhibit 3---

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.

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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

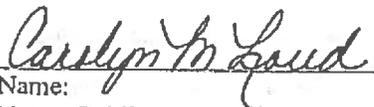


Maureen A. Clary
Karen M. Whitney

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

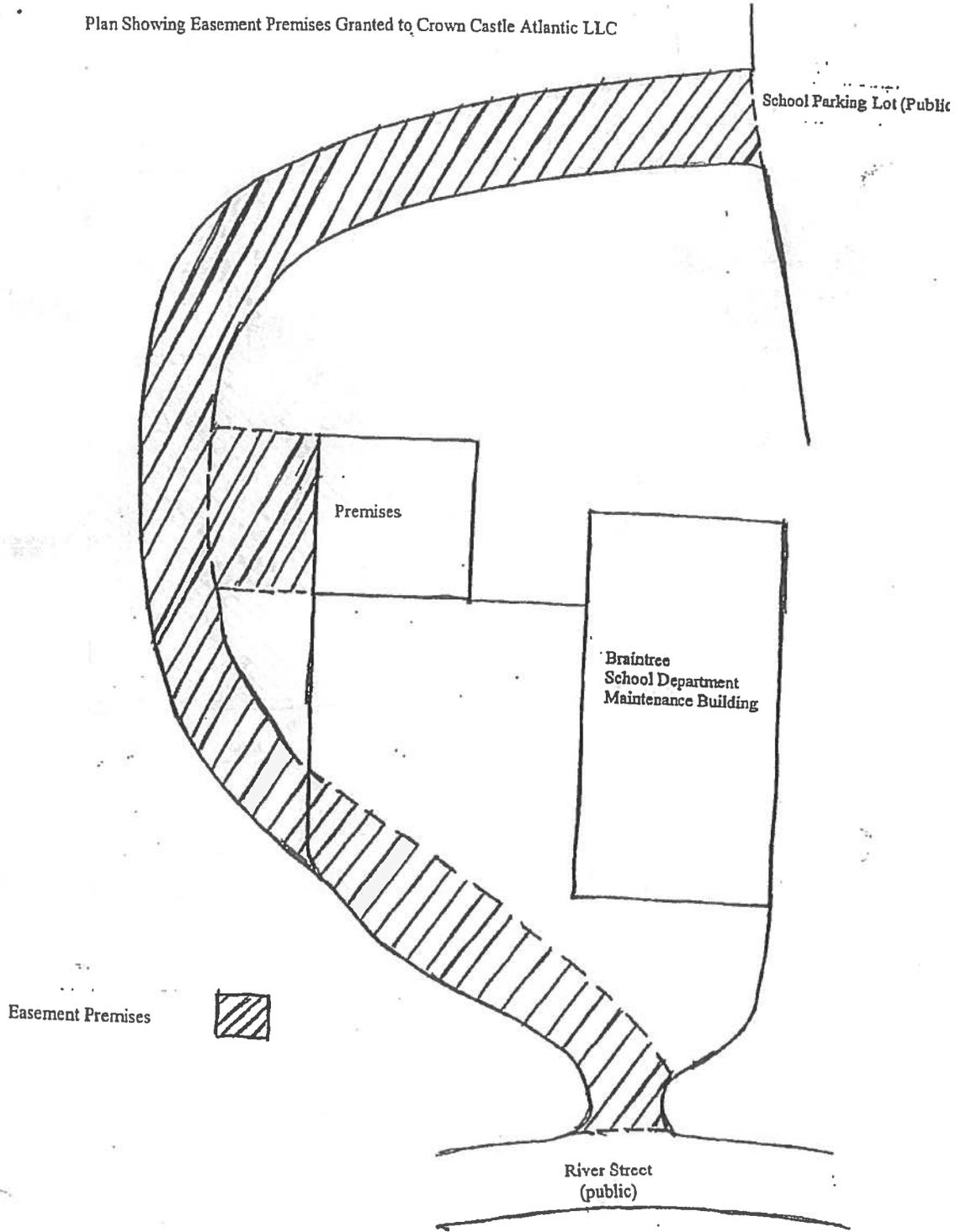
On this 22 day of September, 2004, before me, the undersigned Notary Public, personally appeared Braintree School Committee Members, who proved to me through satisfactory evidence of identification, which were licenses, to be the person whose name is signed on the preceding or attached document, and 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

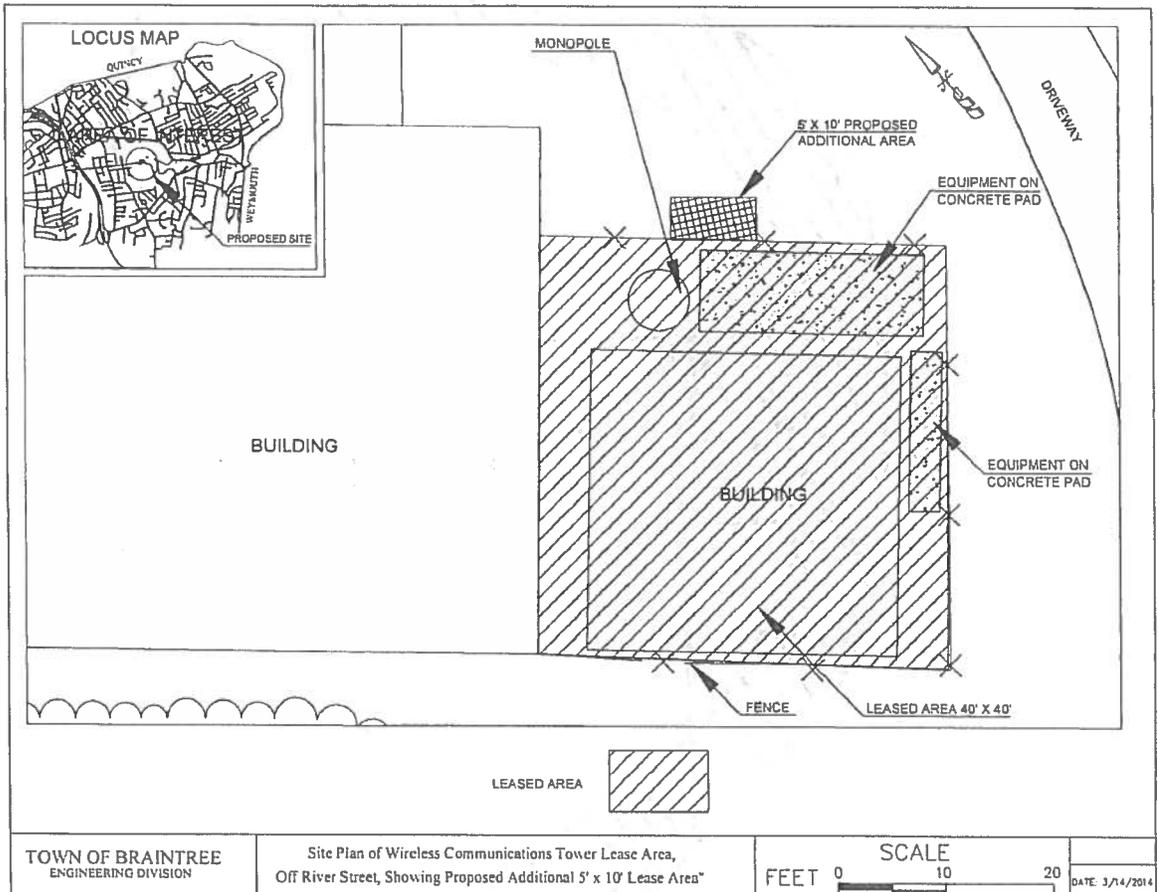
EXHIBIT 3

Plan Showing Easement Premises Granted to Crown Castle Atlantic LLC



Approx. Scale: 1.25" = 40'

EXHIBIT 4



TOWN OF BRAINTREE
ENGINEERING DIVISION

Site Plan of Wireless Communications Tower Lease Area,
Off River Street, Showing Proposed Additional 5' x 10' Lease Area*

SCALE
FEET 0 10 20

DATE: 3/14/2014

14 024

National Grid Petition – Union Street Area

Staff Recommendations

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

BELD Engineering has reviewed petition #14 030 and BELD has an underground 15kv oil filled transmission line within the proposed scope of work; These are concrete encased duct banks to be located and marked thorough National Grid Digsafe requests. BELD shall be notified forty-eight hours in advance of any road work to be performed. If the scope of work requires the contractor to work in close proximity to the 115kv lines BELD will provide a qualified person to be on site during that work at no charge to the contractor.

DPW Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

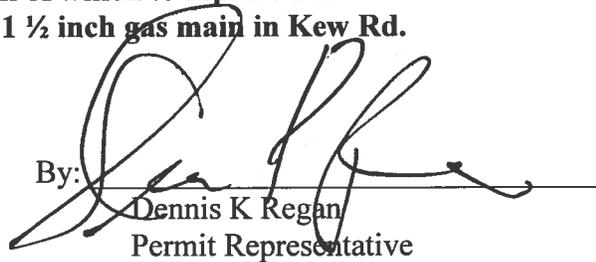
1 4 - 0 2 4

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 & 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

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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: 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)

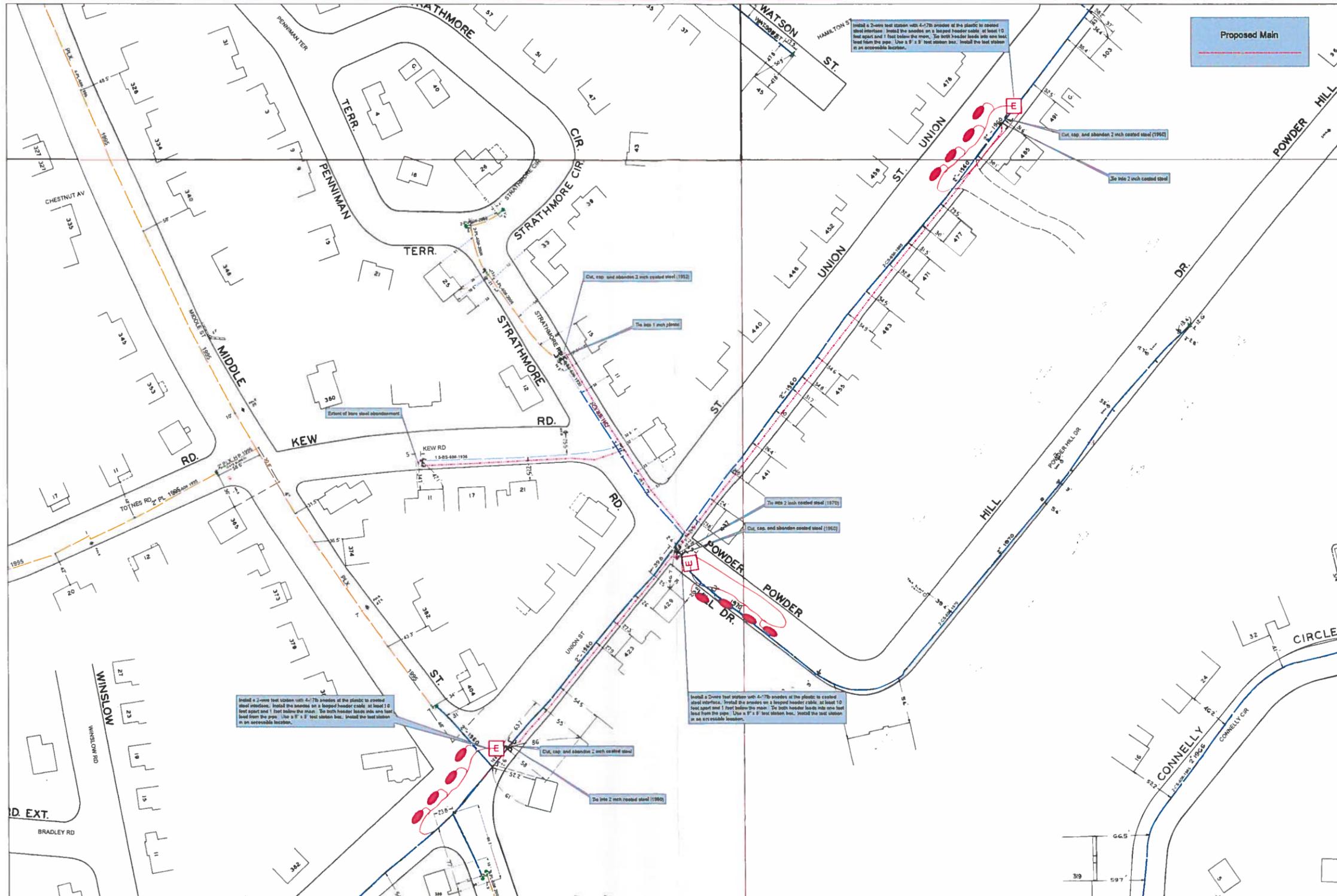
<u>Map & Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
2011 0 35	7 HAMILTON ST	Garvey Thomas R	7 Hamilton Street	Braintree	MA	02184
2011 0 33	11 HAMILTON ST	Sheehan Patrick A	11 Hamilton St	Braintree	MA	02184
2011 0 48	30 MILLER ST	Lee Hung Chi	30 Miller St	Braintree	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

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

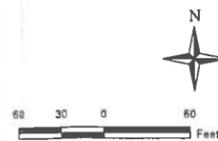
- PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.
- CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



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



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Fercroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Fercroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Fercroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

Bob Campbell
Town Engineer



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department

14 025

National Grid Petition – Rose and Fairview Avenue

Staff Recommendations

To install and maintain approximately 400 feet, more or less, of 2 inch gas main in Rose Avenue, Braintree from the existing 2 inch gas main at Pond Street, southerly to the existing 2 inch gas main at house #17 and approximately 845 feet more or less of 2 inch gas main in Fairview Avenue from the existing 2 inch gas main at Pond Street 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 Avenue and Fairview Avenue.

BELD Engineering has reviewed petition #14 025 and BELD has 15kv underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked thorough National Grid Digsafe requests. BELD shall be notified forty-eight hours in advance of any road work to be performed. If the scope of work requires the contractor to work in close proximity to the 115kv lines BELD will provide a qualified person to be on site during that work at no charge to the contractor.

DPW Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

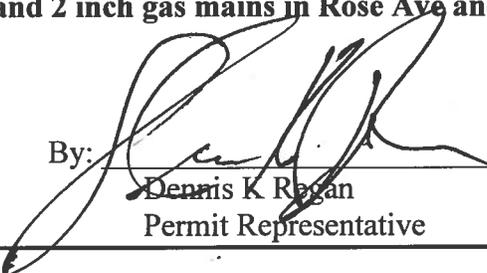
1 4 - 0 2 5

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 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

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#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)

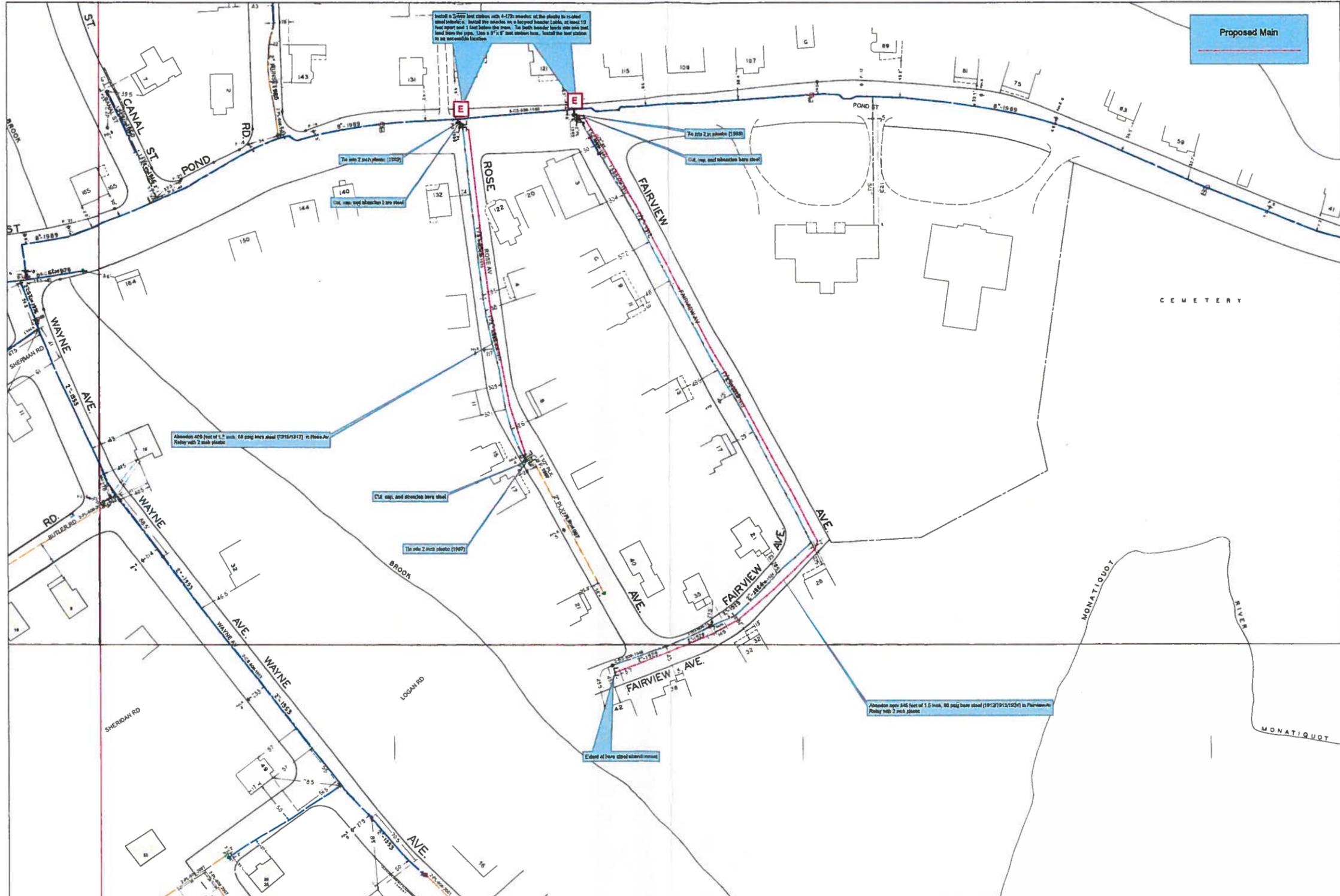
<u>Map & Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1040 0 24	3 FAIRVIEW AV	N'cosia nancy G Trustee	3 Fairview Avenue	Braintree	MA	02184
1040 0 22	9 FAIRVIEW AV	Fraser Gail Marie	9-11 Fairvaiv Avenue	Braintree	MA	02184
1040 0 20	13 FAIRVIEW AV	Delpico Gloria J	13 Fairview Avenue	Braintree	MA	02184
1040 0 18	15 FAIRVIEW AV	Kenneally Pau	15 Fairview Avenue	Braintree	MA	02184
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1040 0 6	105 POND ST	Messina Residential Properties Llc	Po Box 859059	Braintree	MA	02185
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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
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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
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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.

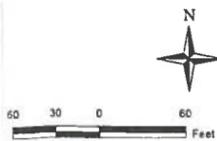
- PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.
- CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



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
DATE	08/22/2013	MATERIAL	Plastic
LENGTH	1245 Feet	PRESSURE	60 PSIG
SECTIONALS	BRAT1479	WORK ORDER #	924480

ArcFM
nationalgrid



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Fercroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Fercroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Fercroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

**Bob Campbell
Town Engineer**



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department

14 026

National Grid Petition – Ferncroft and Audubon Avenue

Staff Recommendations

To install and maintain approximately 190 feet, more or less, of 2 inch gas main in Ferncroft Avenue, Braintree from the existing 2 inch gas main at Trefton Drive, southerly to the existing 4 inch gas main at Audubon Avenue and approximately 160 feet more or less of 2 inch gas main in Audubon Avenue 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 Avenue and Audubon Avenue.

BELD Engineering has reviewed petition #14 026 and has no special conditions or utility conflicts within the proposed scope of work.

DPW Those sections of Audubon Avenue and Ferncroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

1 4 - 0 2 6

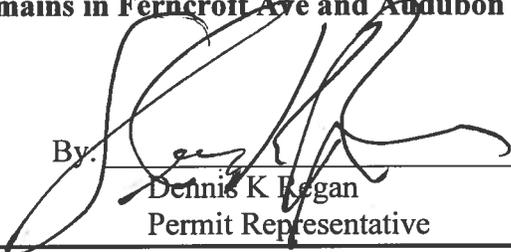
Town of Braintree / Town Council:

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 #:

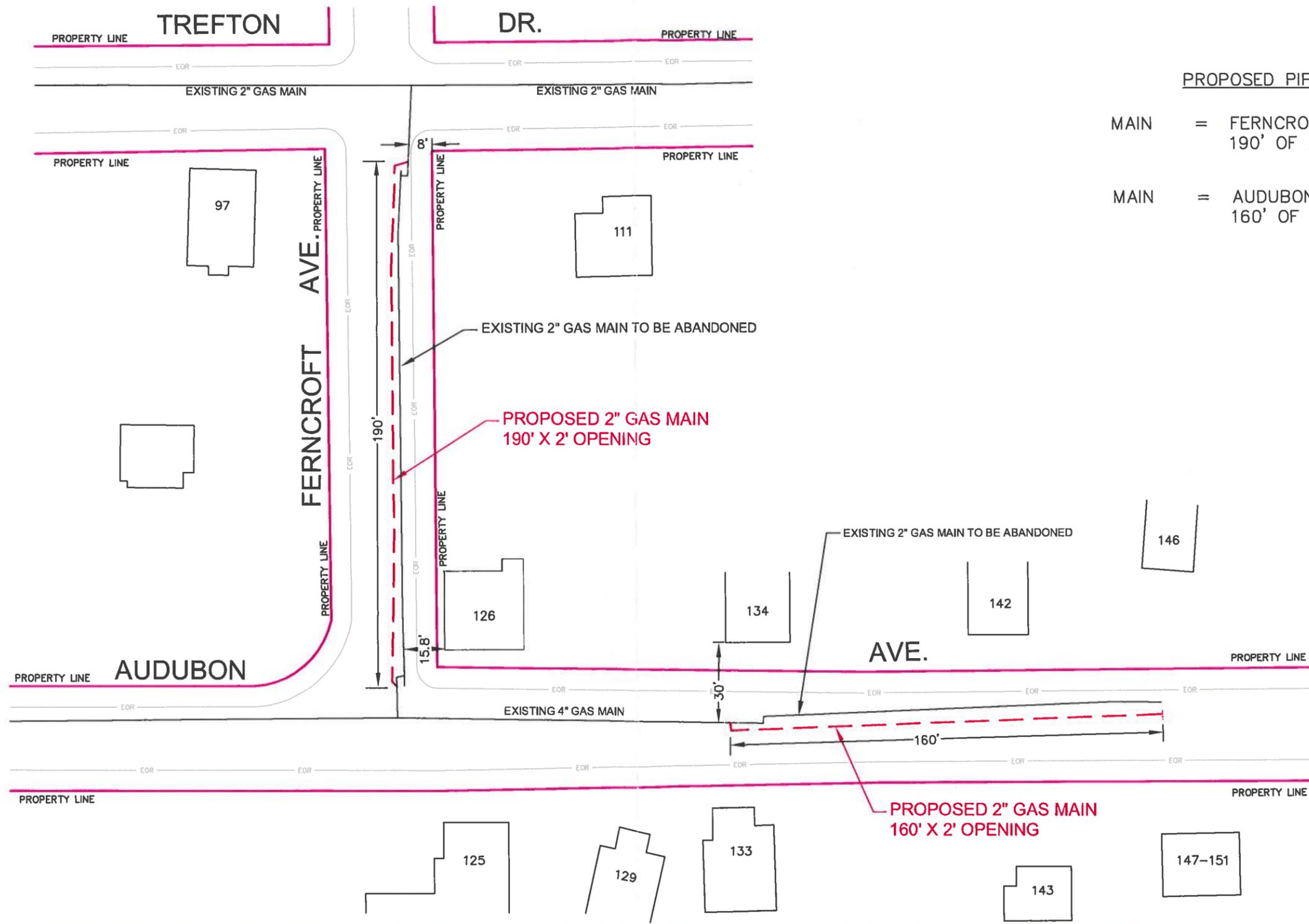
Map & Lot	Location	Owner	Address	City	State	Zip
3039 0 134	110 ARBORWAY DR	Mccarthy Robert W	110 Arborway Drive	Braintree	MA	2184
3039 0 132	112 ARBORWAY DR	Michelson Robert S	112 Arborway Drive	Braintree	MA	2184
3039 0 110	114 ARBORWAY DR	Ruffini Michael	114 Arborway Drive	Braintree	MA	2184
3039 0 131	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 = FERNCROFT 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



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Fercroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Fercroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Fercroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

Bob Campbell
Town Engineer



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department

14 027

National Grid Petition – Liberty Street

Staff Recommendations

To install and maintain approximately 650 feet, more or less, of 4 inch gas main in Liberty Street, 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 Street.

BELD Engineering has reviewed petition #14 027 and has no special conditions or utility conflicts within the proposed scope of work.

DPW This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

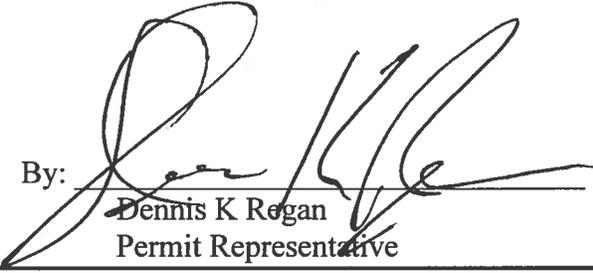
1 4 - 0 2 7

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

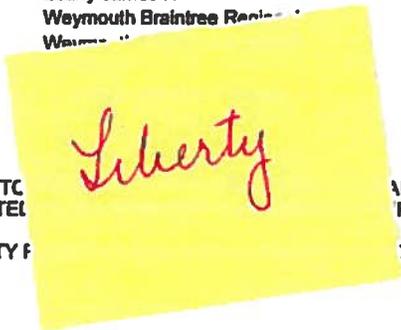
THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

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 & 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

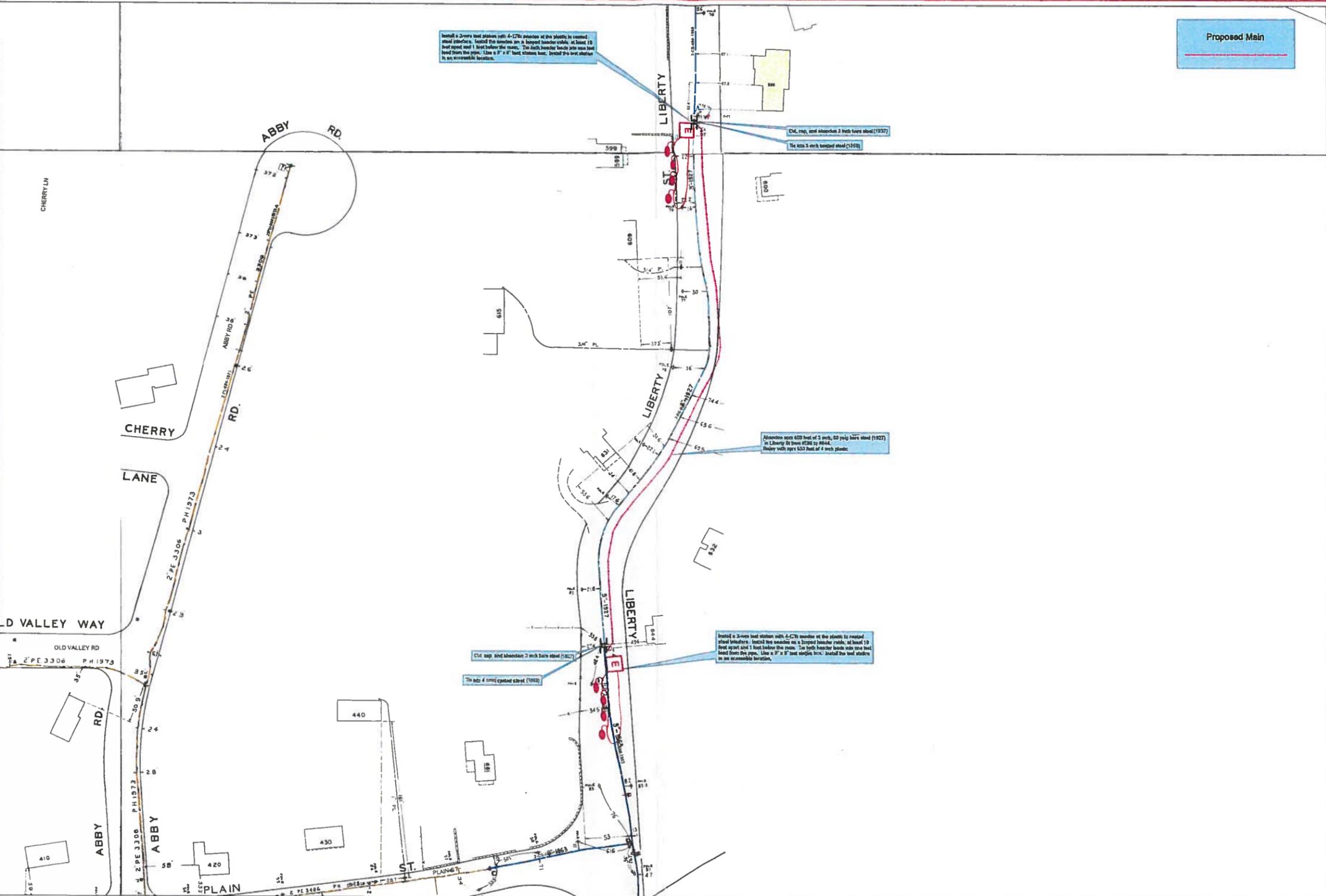
ALL DATA IS PROVIDED 'AS IS'. THE TC IMPLIES, INCLUDING, BUT NOT LIMITED TO, ACCURACY OR COMPLETENESS OF THE DATA.

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

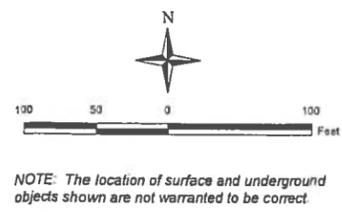
ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ACCURACY OR COMPLETENESS OF THE DATA.

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.



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

ArcFM
nationalgrid



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Ferncroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Ferncroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Ferncroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

**Bob Campbell
Town Engineer**



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department

14 028

National Grid Petition – Louise road

Staff Recommendations

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

BELD Engineering has reviewed petition #14 028 and has no special conditions or utility conflicts within the proposed scope of work.

DPW This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

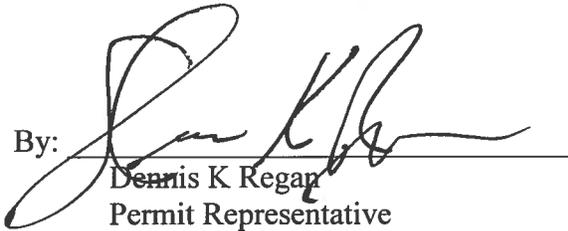
1 4 - 0 2 8

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)

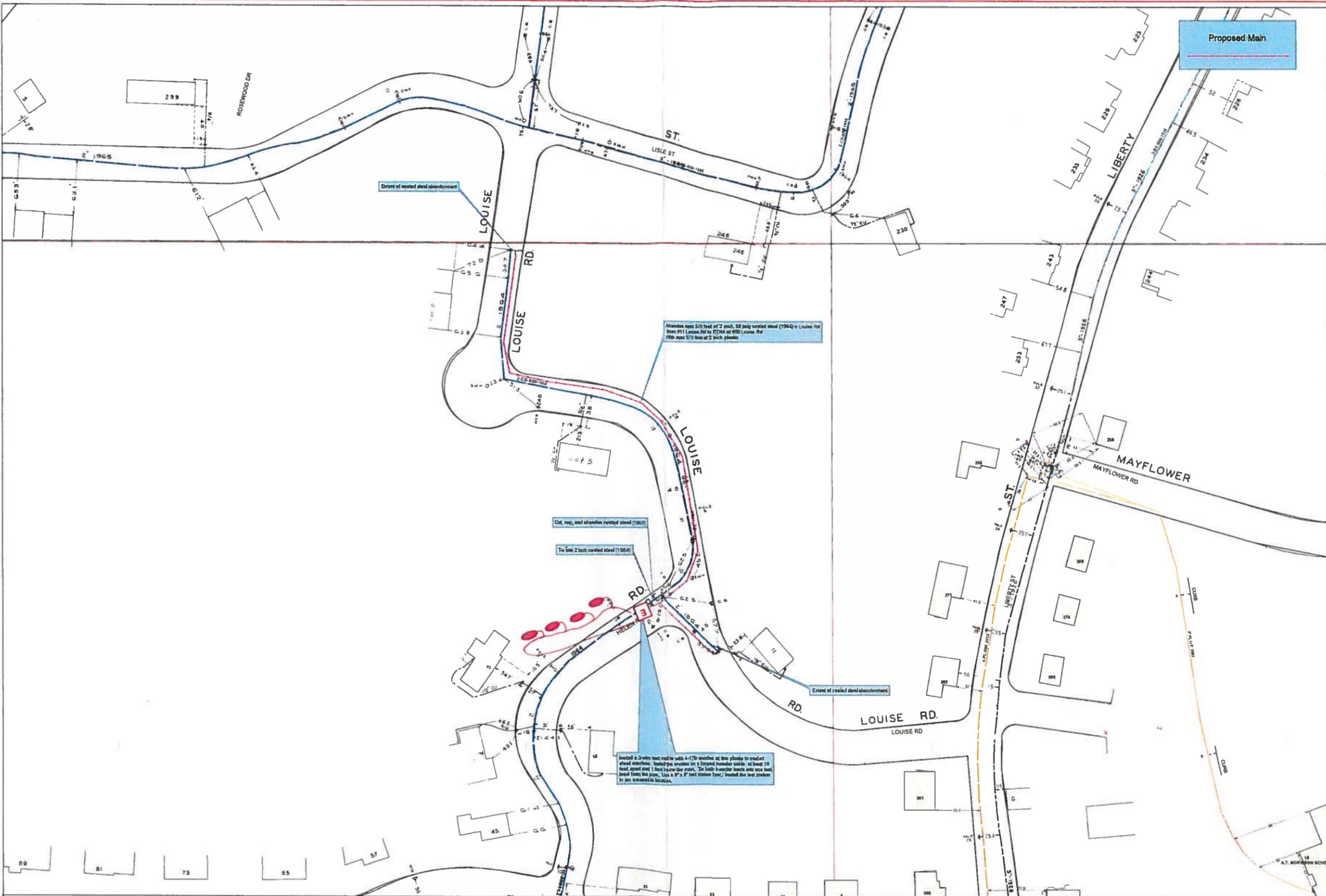
Table with 7 columns: Map & Lot, Location, Owner, Address, City, State, Zip. Lists property details for various lots including 3028C 0 4M through 3029 0 2324.

DISCLAIMER

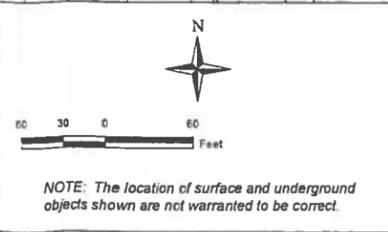
ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

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

ArcFM
nationalgrid



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Fercroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Fercroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Fercroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

**Bob Campbell
Town Engineer**



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department

14 029

National Grid Petition – Shepard Road and Jefferson Street

Staff Recommendations

To install and maintain approximately 450 feet, more or less, of 2 inch gas main in Shepard Road, Braintree from the existing 2 inch gas main at house #60 Jefferson Street. All of which to replace and abandon the existing 3 inch gas main in Shepard Road.

BELD Engineering has reviewed petition #14 029 and has no special conditions or utility conflicts within the proposed scope of work.

DPW This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

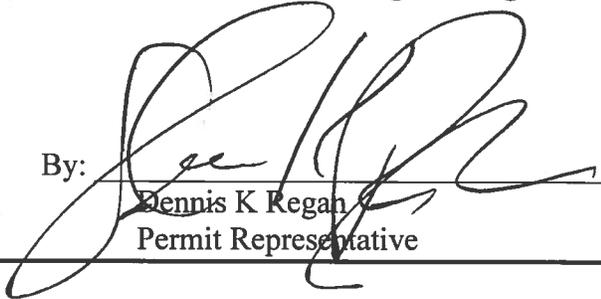
1 4 - 0 2 9

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

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

#14-029

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 & 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	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	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 & 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

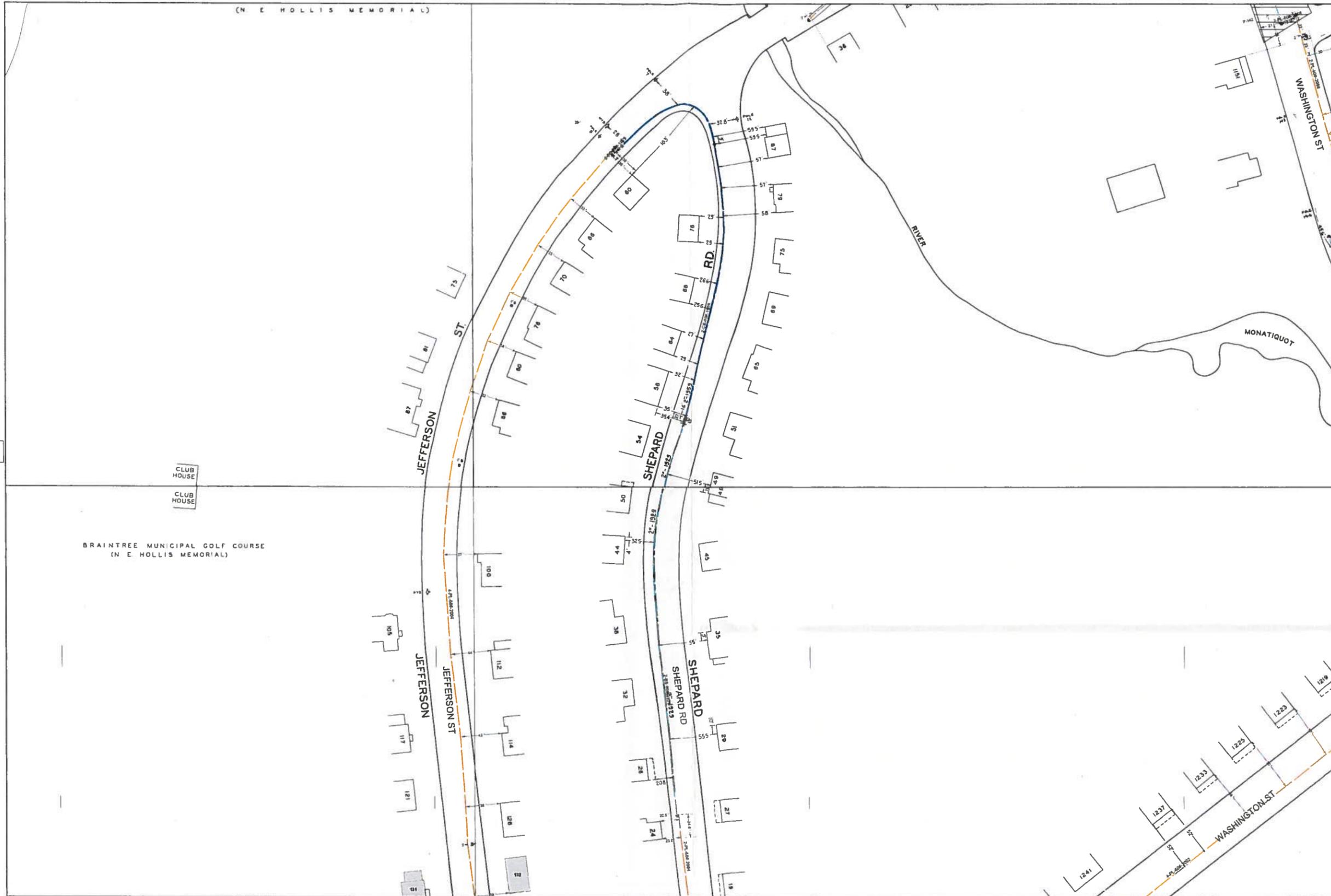
BRA



BRAT1590

NOTE: 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.
NOTE: 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





Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Fercroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Fercroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Fercroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

**Bob Campbell
Town Engineer**



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department

14 030

National Grid Petition – Elm Street and Commercial Street Area

Staff Recommendations

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

BELD Engineering has reviewed petition #14 030 and BELD has an underground 15kv oil filled transmission line within the proposed scope of work; located at the intersection of Hayward Street and Commercial Street running the length of Hayward Street. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule.

DPW These segments of the roads are not under moratorium but they are in the middle of the State / Federal “Safe Routes To School” (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State’s contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We’d recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

1 4 - 0 3 0

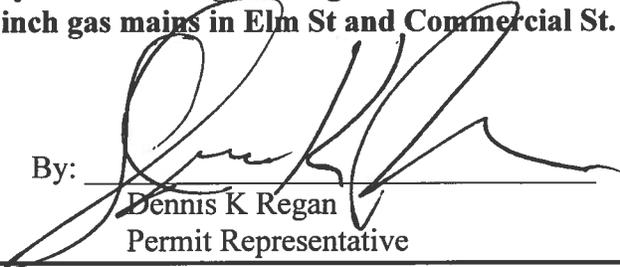
Town of Braintree / Town Council:

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)

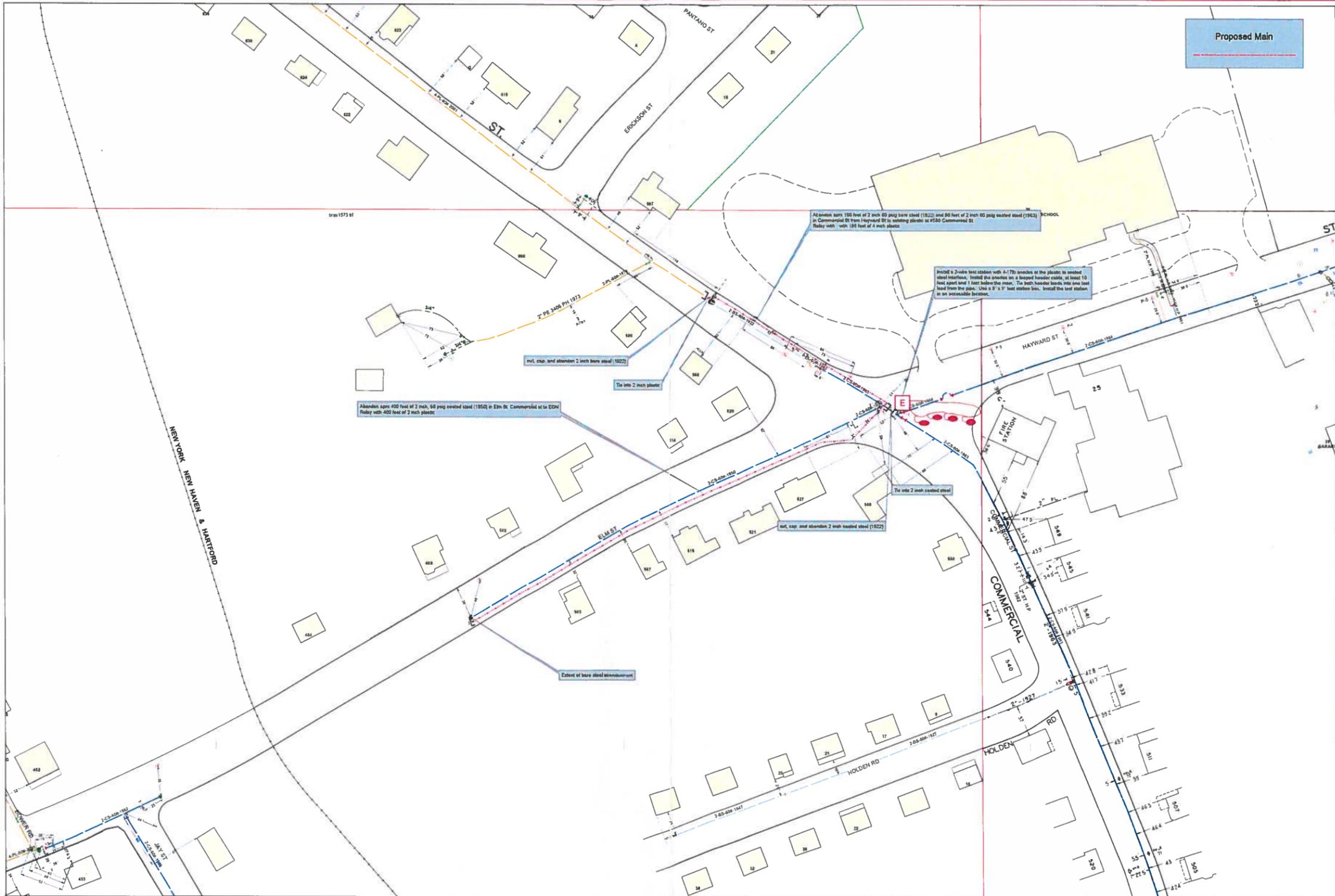
<u>Map & Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
2078 0 6	ADAMS ST	Braintree Town Of	Jfk Memorial Drive	Braintree	MA	02184
2075 0 94	3 BOWER RD	Aylward Michael G	3 Bower Road	Braintree	MA	02184
2075 0 93	5 BOWER RD	Graziano Joseph A	5 Bower Rd	Braintree	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

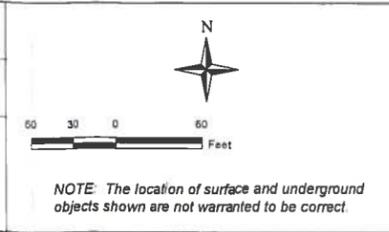
ALL DATA IS PROVIDED 'AS IS'. THE TOWN OF BRAINTREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE DATA.

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	WORK ORDER #	924468

ArcFM
nationalgrid



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Fercroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Fercroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Fercroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

**Bob Campbell
Town Engineer**



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department

14 031

National Grid Petition – Ellsmoore Terrace and Colby Road

Staff Recommendations

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

BELD Engineering has reviewed petition #14 031 and has no special conditions or utility conflicts within the proposed scope of work.

DPW Those sections of Ellsmoore Terrace and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

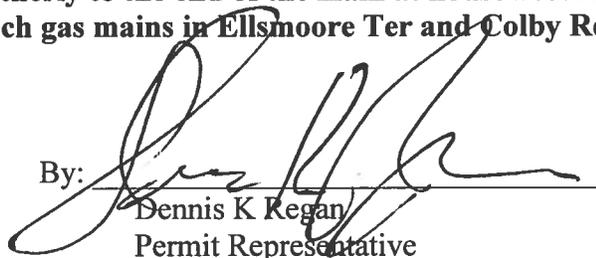
1 4 - 0 3 1

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	LAURIA 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 & 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.

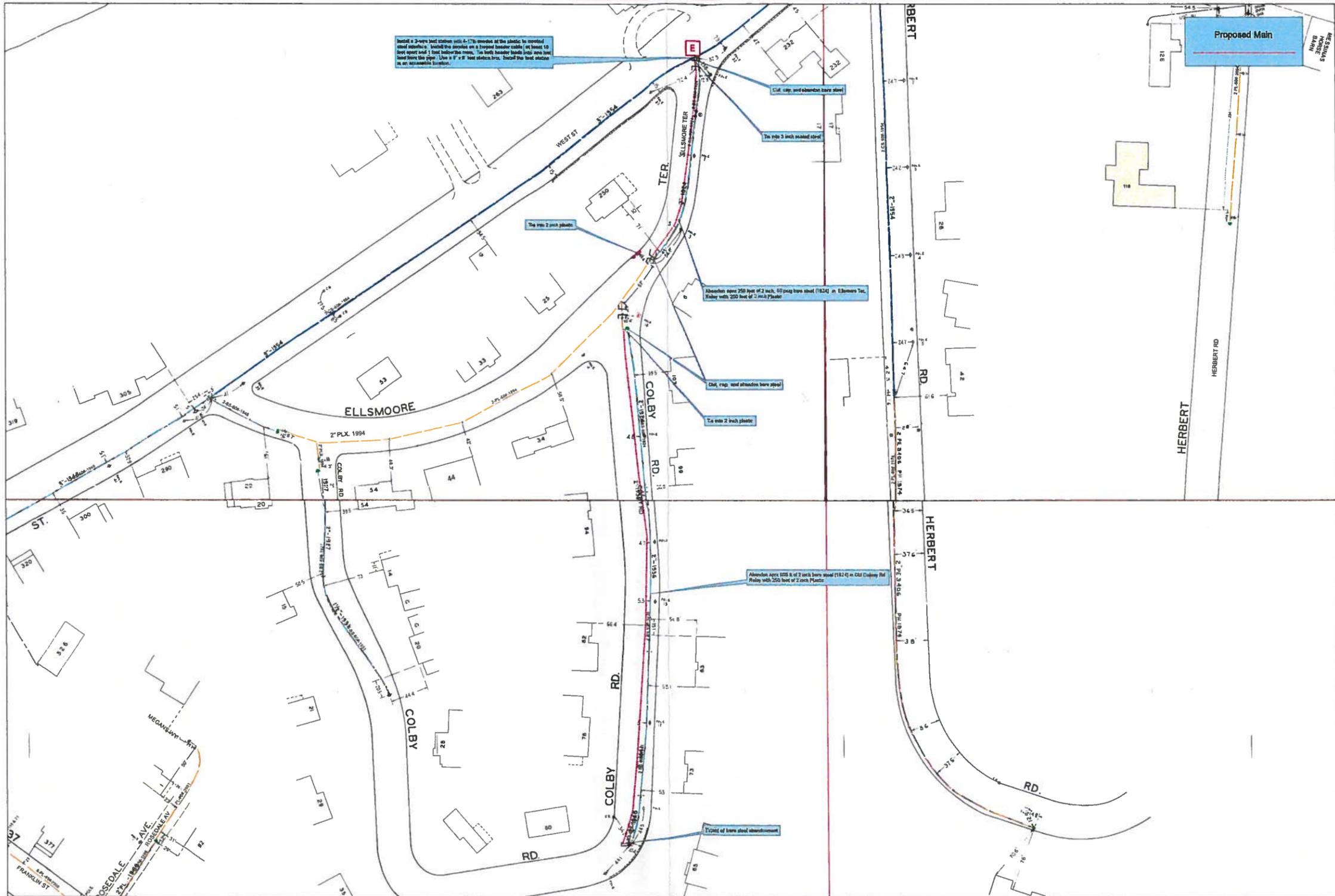
THE USER ASSUMES RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF THE DATA.

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 34D~~
~~2047 0 30~~
~~2047 0 34E~~
~~2047 0 34F~~
~~2047 0 29~~
~~2047 0 6~~
~~2044 0 5~~

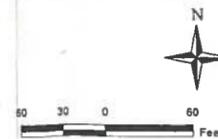
- PRESSURE GAUGES ARE REQUIRED AT ALL MAINS FOR ALL TIE-INS. REFER TO GCON-7010 PROCEDURE.
- CHECK ELECTRONIC MAPPING SYSTEM FOR MOST CURRENT MAPPING INFORMATION.



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.



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

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

ArcFM
nationalgrid



Joseph C. Sullivan, Mayor

**BRAINTREE DEPARTMENT
PUBLIC WORKS**

**Engineering
Division**

Robert P. Campbell,
PE, PTOE, Town
Engineer

rcampbell@braintreema.gov

John J. Morse, Assistant Town Engineer

jmorse@braintreema.gov

Memo

Date: April 22, 2014
To: Jim Casey, Clerk of Council
From: Bob Campbell
CC: Tom Whalen, John Morse, Steve O'Brien
RE: National Grid Gas Main Petitions, 14-024 through 14-031

The DPW has reviewed the subject petitions and the accompanying sketches for the new gas main locations and have the following recommendations:

14-024–Union Street, Strathmore Road and Kew Road, install and maintain 850 feet of 2 inch gas main in Union Street from #485 westerly to Middle Street, install and maintain 250 feet of 2 inch gas main in Strathmore Road from Union Street northerly to #15, and install and maintain 225 feet of 2 inch gas main in Kew Road, from Strathmore Road westerly to #11. Those sections of Union Street and Middle Street are still under moratorium until 2017 and are heavily travelled, so in addition to the normal conditions, the trench repair must include a 5 inch deep bituminous base course with a 2 ½ inch bituminous binder course and a 1 ½ inch bituminous surface course being maintained flush with the surrounding pavement for a year, at which time the Town would require a full-width mill and overlay, saw and seal joints and replacement of thermoplastic pavement markings for the full length of disturbance. The main shall not be laid within the trench of the existing water main. Those sections of Strathmore Rd and all of Kew Rd are not under moratorium but were recently reconstructed and are in excellent condition. These parts of the petition can 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. No Town construction is pending on any of these three streets;

14-025–Rose Avenue and Fairview Avenue, install and maintain 400 feet of 2 inch gas main in Rose Ave. from Pond Street to #17, and install and maintain 845 feet of 2 inch gas main in Fairview Ave. from Pond Street to #42. Each of these re-lays proposes to trench across Pond Street. A preferred option would be to connect the existing 2" in Rose Ave. with the new 2" in Fairview and only cross Pond Street once. Disconnecting the abandoned section would be a much smaller patch in Pond Street. Rose Ave and Fairview Ave were simply microsurfaced in 2011 and so are not under moratorium. No Town construction is pending this year. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water main in service and that the trench pavement not be left low for any length of time ;

14-026–Fercroft Avenue and Audubon Avenue, install and maintain 190 feet of 2 inch gas main in Fercroft Ave from Trefton Drive to Audubon Avenue, and install and maintain 160 feet of 2 inch gas main in Audubon Ave from #134 to #146. Those sections of Audubon Avenue and Fercroft Road are not under moratorium and no Town construction is pending this year. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-027–Liberty Street, install and maintain 650 feet of 4 inch gas main from #599 southerly to #644. This section of Liberty Street was totally reconstructed in 2007, remains in excellent condition but is not under moratorium anymore, and no Town construction is pending at this time. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-028–Louise Road, install and maintain 570 feet of 2 inch gas main from #11 northerly to #50. This section of Louise Rd is not under moratorium. The Town intends to install a new water main through that entire section this year beginning late summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-029–Shepard Road, install and maintain 450 feet of 2 inch gas main from #24 northerly to #60 Jefferson Street. This section of Shepard Road had to be done through the binder course installed this past Fall. This street and sidewalks are scheduled for final paving this summer, so early completion of the gas work was imperative. To expedite the work we'd given a verbal go-ahead in anticipation of Council approval. We'd recommend at this time that the petition be formerly granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-030–Elm Street and Commercial Street, install and maintain 400 feet of 2 inch gas main in Elm Street from Commercial Street westerly to #498, install and maintain 190 feet of 2 inch gas main in Commercial Street from Hayward Street northerly to #590 . These segments of the roads are not under moratorium but they are in the middle of the State / Federal "Safe Routes To School" (SRTS) project which will be under construction this Spring. The contract has already been awarded, so the gas work must be done early and must be coordinated with the State's contractor, Capone Brothers Inc. The Town is in a similar circumstance and must re-lay water mains in that intersection in advance of the SRTS paving. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time ;

14-031–Ellsmore Terrace and Colby Road, install and maintain 250 feet of 2 inch gas main in Ellsmore Terrace from West Street to the rear of 250 West Street, and install and maintain 605 feet of 2 inch gas main in Colby Road from Ellsmore Terrace southerly to #65. Those sections of Ellsmore Ter and Colby Rd are not under moratorium and no Town construction is pending this year. However, the Town intends to install a new water main through that entire section in two years, so prompt completion of the gas main installation is encouraged. We'd recommend that the petition can be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time.

**Bob Campbell
Town Engineer**



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



April 17, 2014

Mr. James M Casey
Clerk of the Council
One JFK Memorial Drive
Braintree, MA 02184

Please see the below comments for the National Grid Gas Petitions.

National Grid Petitions:

#14-026, #14-027, #14-028, #14-029, #14-031: These locations have no underground electric utility conflicts within the proposed scope of work.

#14-025 & #14-025: These locations have 15kV underground electric distribution lines within the proposed scope of work. These are concrete encased duct banks to be located and marked through NGRID Digsafe requests.

#14-030: This location has an underground 115kV oil filled transmission line within the scope of work, located at the intersection of Hayward St. & Commercial St running the length of Hayward St. A BELD Safety representative must be on site during any excavation or installations near this line. Contact BELD Engineering to schedule (see attached letter)

Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Murphy".

Sean Murphy
Electric Operations Supervisor/Field Engineer
Office: 781.348.1071
Cell: 617.212.4786

Your hometown electric and broadband department



150 Potter Road
Braintree, MA 02184
www.beld.com
781.348.BELD
781.348.1003 fax



BELD 115kv Pipe Type Cable – Road Work Requirements

The Braintree Electric Light Department (BELD) shall be notified forty-eight hours in advance of any road work to be performed on the Braintree streets and roads listed below. This work would include: excavation to install underground utilities, saw cutting, curb installations, re-surfacing or any other type of work that could impact the existing BELD 115kv underground line.

If the scope of work requires the contractor to work in close proximity to the 115kv lines, BELD will provide a qualified person to be on site during that work. The BELD Engineering Dept. will determine if a project requires supervision. The contractor will not be charged for the BELD supervision and is urged to contact our Engineering Dept. with any questions pertaining to the 115kv lines. BELD reserves the right to stop all work in the area of our utilities if proper procedures and safe working practices are not being adhered to.

Braintree Streets and Roads with 115kv Lines:

Cleveland Ave	Pearl St.
Elm St.	Mall Rd. (Pearl St. to Ivory St.)
Grove St.	Plain St.
Hayward St.	River St.
Ivory St.	Storrs Ave.
John Mahar Hwy	Union St.
Lakeside Dr	Vinedale Rd.
Middle St	Walnut Ave.
South Shore Plaza (Rear Parking Lot by School)	Washington St. (from River St. to Storrs Ave.)

Contact BELD Engineering Department at (781) 348-2353



Your hometown electric and broadband department



1 4 - 0 3 5

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

From: Joseph C. Sullivan, Mayor *JCS*

Date: April 15, 2014

RE: Supplemental Appropriations #3 FY14

RECEIVED TOWN CLERK
BRAintree, MA
2014 APR 15 PM 3:39

As we prepare to close out our Fiscal year 2014, some departments require supplemental funds for the remainder of this current fiscal year. You may recall that, in March, we submitted a number of transfers within existing budget appropriation. The golf course account transfers are similar to prior year requests as they are transfers of money within the Golf Course Enterprise Fund.

In the other matters, I am requesting additional funding for unforeseen conditions. You will note that the Snow and Ice account has grown over 150% of our original budgeted amount of \$400,000.00 due to the severe winter that we experienced. The fire and police overtime requests are to support our first responders and the reserve account for the Town Clerk's office is to support the salary of the Interim Town Clerk and the operations of said office through the balance of the fiscal year.

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

1. Public Works Snow and Ice
MOTION: That the sum of \$664,440 be transferred from the Town's Stabilization fund to the Department of Public Works / Program 11 – Snow and

Ice, and further, that the Director of Municipal Finance be authorized to allocate said sums to and among the various line items affected thereby.

2. Town Clerk

MOTION: That the sum of \$17,806 be transferred from the Town Council Department / Program 02- Reserve Fund / Reserve Fund account to the Town Clerk Department / Program 01- Administration / Department Head account

3. Fire

MOTION: That the sum of \$225,000 be transferred from the Town's Stabilization fund to the Fire Department/ Program 04- Fire Suppression / Overtime account.

4. Police

MOTION: That the sum of \$110,000 be transferred from the Police Department / Program 05- Communications / Sworn Personnel account to the Police Department / Program 04 Patrol / Overtime account.

5. Police

MOTION: That the sum of \$40,000 be transferred from the Police Department / Program 05- Communications / Sworn Personnel account to the Police Department / Program 03- Equipment Maintenance / Gasoline account.

6. Elder Affairs

MOTION: That the sum of \$8,583 be transferred from the Public Works Department/ Program 20- Summer Program / Summer part time account to the Elder Affairs Department / Program-02 Equipment Maintenance program / Labor account.

7. Golf Enterprise Fund

MOTION: That the sum of \$15,000 be transferred from the Golf Course Department/ Program 5- Golf Shop Operations Program / Merchandise account to the following accounts \$5,000 to the Administration Program 01 / Data Processing Account, \$5,000 to the Administration Program 01 / Insurance Account and \$5,000 to the Administration Program 01 / Part time labor account.

8. Golf Enterprise Fund

MOTION: That the sum of \$25,000 be transferred from the Golf Course Department/ Program 4 - Turf Maintenance Program / Labor, Custodians, Mechanics account to the Administration Program 01 / Workers Compensation Insurance Account.

Since these requests involve the appropriation of funds within the fiscal year 2014 budget, advertising and a public hearing is required under the 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: April 15, 2014

RE: Line Item Transfers to Fund Library, AFSCME and Police Patrolmen Collective Bargaining Agreements and set aside funds for the remaining contracts

I am pleased to report that collective bargaining agreements have been reached between the Town of Braintree and the following unions Braintree Library Association workers, AFSCME and the Police Patrolman union. The agreement with the Library include a two percent (2%) wage increase for the current fiscal year and a 4% in year two and 0% in year three. The police patrolman agreement include a two percent (2%) wage increase for the current fiscal year and a 4% in year two and 0% in year three. The AFSCME include a two percent (2%) wage increase for the current fiscal year and a 2% in year two and 2% in year three. These are fair and affordable agreements and stay within the fiscal parameters that we requested. In anticipation of approval of these agreements, funds were appropriated to a salary reserve account and the 9c reserve account in the previously approved Fiscal Year 2014 budget.

There are two remaining contracts that are still in negotiations with the Police Superior Officers and the Fire Fighters. Therefore, I am putting forward the following four motions to approve, the three contracts and transfer funds from the approved Fiscal Year 2014 budget to the following unions Library, AFSCME and Police Patrolman various budget line items to fund the agreement and also we are also asking your approval to set aside funds in this year to carry over to the next

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 APR 17 AM 9:57

fiscal year a FY 2014 salary reserve for the estimated costs to fund two remaining contracts police superior officers and fire department.

- 1) To approve and fund the Braintree Library Association contract

MOTION:

That the Town vote to amend the wage and salary classification schedules, as most recently amended by appropriating the sum of \$31,360 for the purpose of funding a wage increase and other items as detailed in the Memorandum of Agreement (MOA) for the Braintree Library Association (BLA) effective July 1, 2013, and for this purpose, the sum of \$31,360 be transferred from the Finance Department /Program 01 Administration /9C Reserve Account and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required.

- 2) To approve and fund the AFSCME contract

MOTION:

That the Town vote to amend the wage and salary classification schedules, as most recently amended by appropriating the sum of \$79,230 for the purpose of funding a wage increase and other items as detailed in the Memorandum of Agreement (MOA) for AFSCME effective July 1, 2013, and for this purpose, the sum of \$79,230 be transferred from the Finance Department/ program 01 Administration /9C reserve account, and further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required.

- 3) To approve and fund the Police Patrolman contract

MOTION:

That the Town vote to amend the wage and salary classification schedules, as most recently amended by appropriating the sum of \$228,017 for the purpose of funding a wage increase and other items as detailed in the Memorandum of Agreement (MOA) for the Braintree Police Patrolman effective July 1, 2013, and for this purpose, the sum of \$183,492 be transferred from the Finance Department/ program 01 Administration /9C reserve account, that the sum of \$34,000 be transferred from the Finance Department/ program 09 General Insurance /Insurance premium account and the sum of \$10,525 be transferred from the Finance Department/ program 09 General Insurance /Insurance deductible account further, that the Director of Municipal Finance is authorized to allocate said sums to and among the various accounts affected thereby in such amounts as are proper and required.

- 4) To approve the FY 2014 Salary Reserve for the pending police superior officers and Firefighters contracts

MOTION:

That the Town vote to appropriate a total of \$158,835 to the Human Resources Department/Program 02 Employee Benefits/Benefits Reserve account for the purpose of funding a FY 2014 salary reserve for the police superior officers and also the firefighters still in negotiations to be funded by transferring the following amounts \$130,000 from the Human Resources Department/ program 01 Administration /Unemployment Account, the sum of \$21,835 be transferred from the Town Council Department / Program 02- Reserve Fund / Reserve Fund account and \$7,000 from the Finance Department/ program 08 Information Technology /Consultant account.

Since these requests involve the appropriation of funds within the fiscal year 2014 budget, advertising and a public hearing is required under the sections 2-9 and 6-7 of the Town Charter.



#14-037

Office of the Mayor

One JFK Memorial Drive
Braintree, Massachusetts 02184

Joseph C. Sullivan
Mayor

781-794-8100

April 16, 2014

To: Thomas M. Bowes, Council President

From: Joseph C. Sullivan, Mayor

JCS

Re: Appointment to the Pond Meadow Park Commission

Cc: Town Clerk
Clerk of the Council

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 APR 16 AM 10:33

In accordance with authority vested in me by Section 3-3 of the Charter of the Town of Braintree, I hereby appoint Frank Collins of 49 Mt. Vernon Street to the Pond Meadow Park Commission



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

Edward J. Spellman, Jr.
Director of Finance

Joseph C. Sullivan
Mayor

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: April 15, 2014

RE: Prior Fiscal Year Unpaid Bill

The final bill for the FY 2012 annual audit was not received by the Town. A review of the record is as follows The Town requested and approved the amount of \$57,000 for the FY 2012 audit that was budgeted and the work was performed in FY 2013. In FY 2013 a total of \$50,000 was billed and paid to our auditors. The last bill for the balance of the contract was not received by the Town for balance of the contract in the amount of \$7,000. There was a remaining balance of \$7,000 in the line item this amount was not encumbered and the funds were closed out to Free Cash at the end of the Fiscal year 2013. We recently received a bill for the balance of the contract in the amount of \$7,000.

This invoice was not received, and therefore, not paid prior to the close of the fiscal year. However, there were sufficient funds in the Town Council's Administration program/audit fee line to have paid this invoice.

Pursuant to G.L. c. 44, §64, this vote requires a two-thirds vote of the Town Council.

If approved, the appropriate motion for the Council is as follows:

THAT THE SUM OF \$7,000 BE RE-APPROPRIATED FROM THE FISCAL YEAR 2014 TOWN COUNCIL PROGRAM 01 ADMINISTRATION, ADVERTISING LINE ITEM ACCOUNT 01- 11101-5306 FOR THE PURPOSE OF PAYING AN UNPAID BILL TO POWERS AND SULLIVAN FOR THE REMAINING BALANCIE OF THE FY 2012 AUDIT CONTRACT WHICH WAS INCURRED PRIOR TO JULY 1, 2013, WHICH WAS NOT IN EXCESS OF THE FISCAL YEAR 2013 APPRIOPRIATION.

Please be advised that this re-appropriation order is subject to the advertising provisions of Section 2-9 of the Charter.

Powers & Sullivan, LLC

100 Quannapowitt Parkway
Suite 101
Wakefield, MA 01880
Ph: 781-914-1700

Invoice

DATE	INVOICE #
3/17/2014	9463

Town of Braintree Mr. Edward Spellman, Jr., Director of Municipal Finance One J.F.K. Memorial Drive Braintree, MA 02184

TERMS	PROJECT
30 Days	FY2012 Audit

DESCRIPTION	AMOUNT
For professional services rendered in connection with the audit of the Town of Braintree's financial statements for the fiscal year ended June 30, 2012. Additional fee for the preparation of the Comprehensive Annual Financial Report for FY2012	7,000.00
Thank you.	Total \$7,000.00

Town of Braintree
2013 Expenditure Report
From 07/01/2012 to 06/30/2013

1 4 - 0 3 8

AUDIT FEE	PO#	Voucher	Invoice	Warr	Pkt#	Approp	Expended	Encumbered	Available	% Exp
01-11101-5300										
07/01/2012	BDAPP	CONVERTED BUDGET FROM			9000000	\$57,000.00	\$0.00	\$0.00	\$57,000.00	0.00%
07/25/2012	APWAR	Powers & Sullivan	8544	FY13-04	63	\$0.00	\$12,500.00	\$0.00	\$44,500.00	21.92%
10/24/2012	APWAR	Powers & Sullivan	8619	FY13-17	707	\$0.00	\$25,000.00	\$0.00	\$19,500.00	65.78%
03/06/2013	APWAR	Powers & Sullivan	8734	FY13-36	1393	\$0.00	\$12,500.00	\$0.00	\$7,000.00	87.71%
		01-11101-5300	Ending Bal			\$57,000.00	\$50,000.00	\$0.00	\$7,000.00	87.71%
		Period Total				\$57,000.00	\$50,000.00	\$0.00	\$7,000.00	
		11101 CNCL - ADMINISTRATION	Ending Bal			\$57,000.00	\$50,000.00	\$0.00	\$7,000.00	
		Dept 111 TOWN COUNCIL	Ending Bal			\$57,000.00	\$50,000.00	\$0.00	\$7,000.00	
		Fund 01 GENERAL FUND	Ending Bal			\$57,000.00	\$50,000.00	\$0.00	\$7,000.00	
		Grand Total				\$57,000.00	\$50,000.00	\$0.00	\$7,000.00	87.71%

ORDER # 14 - 034

2014 APR 10 AM 11:19

Town of Braintree: Application for Rezoning – Worksheet

SECTION TO BE COMPLETED BY PETITIONER

Petitioner

Name: Dennis Graziano
71 Adams Street
Address: Braintree MA 02184
978-876-1045
Phone:
Email: dennisgraziano@hotmail.com

Contact/Billing Information

David Wluka,
Name: Wluka Real Estate Corp.
PO Box 333, Sharon MA 02067
Address:
Phone: 781-784-4400
david@wlukarealestate.com
Email:

If same as petitioner, write "same"

***Petition Submitted By:** David Wluka, Wluka Real Estate Corp.

* M.G.L. Chapter 40A Section 5/Attorney General's Handbook: Petitioner who can initiate submissions for adoption and or changes to the zoning bylaws include City/Town Council, board of Appeals, Planning board, Property Owner (not a tenant or lessee), 10 registered voters, Regional Planning Agency, Municipal Charter/Enabling Legislation.

Date Received

Date & Time Stamp

APPLICATION FOR ZONE CHANGE NARRATIVE
LAND ON ADAMS AND ARNOLD STREET, BRAINTREE MA
April 4, 2014

This narrative is a part of an application to change the zoning for the property generally identified as the Graziano concrete plant land on Adams and Arnold Street in Braintree. It is identified on the Braintree Assessors Maps attached as follows:

1. That portion of Parcel 2008-0-3B located South of the Monatiquot River
2. Parcel 2008-0-4
3. Parcel 2008-0-6
4. Parcel 3014-0-1C
5. Parcel 3014-0-1D
6. Parcel 3013-0-58

The property has an area of approximately 16 acres and is currently zoned General Business District (GBD) under the Braintree Zoning By-Laws. It is accessed from Adams Street via Arnold Street, a private way. The current use of the property as a contractor's yard and concrete manufacturing facility goes back some 65 years to 1949. It predates zoning and is therefore considered and operates as a "Pre-existing Non-Conforming Use".

The property was zoned Commercial decades ago and was rezoned to GBD for reasons that the Applicant cannot define.

The GBD zoning designation is inconsistent with the use on the property and with the uses and zoning of the surrounding properties. As shown on the attached Braintree Zoning Map all of the non-residential properties surrounding the subject are zoned Commercial. This includes the land on the other side of Arnold Street from the subject and across the Monatiquot River on Adams Street. Further, the property is buffered from the residential portion of Arnold Street and its neighborhood by the MBTA Greenbush rail line which also occasionally carries freight via a spur to the Proctor & Gamble Weymouth plant.

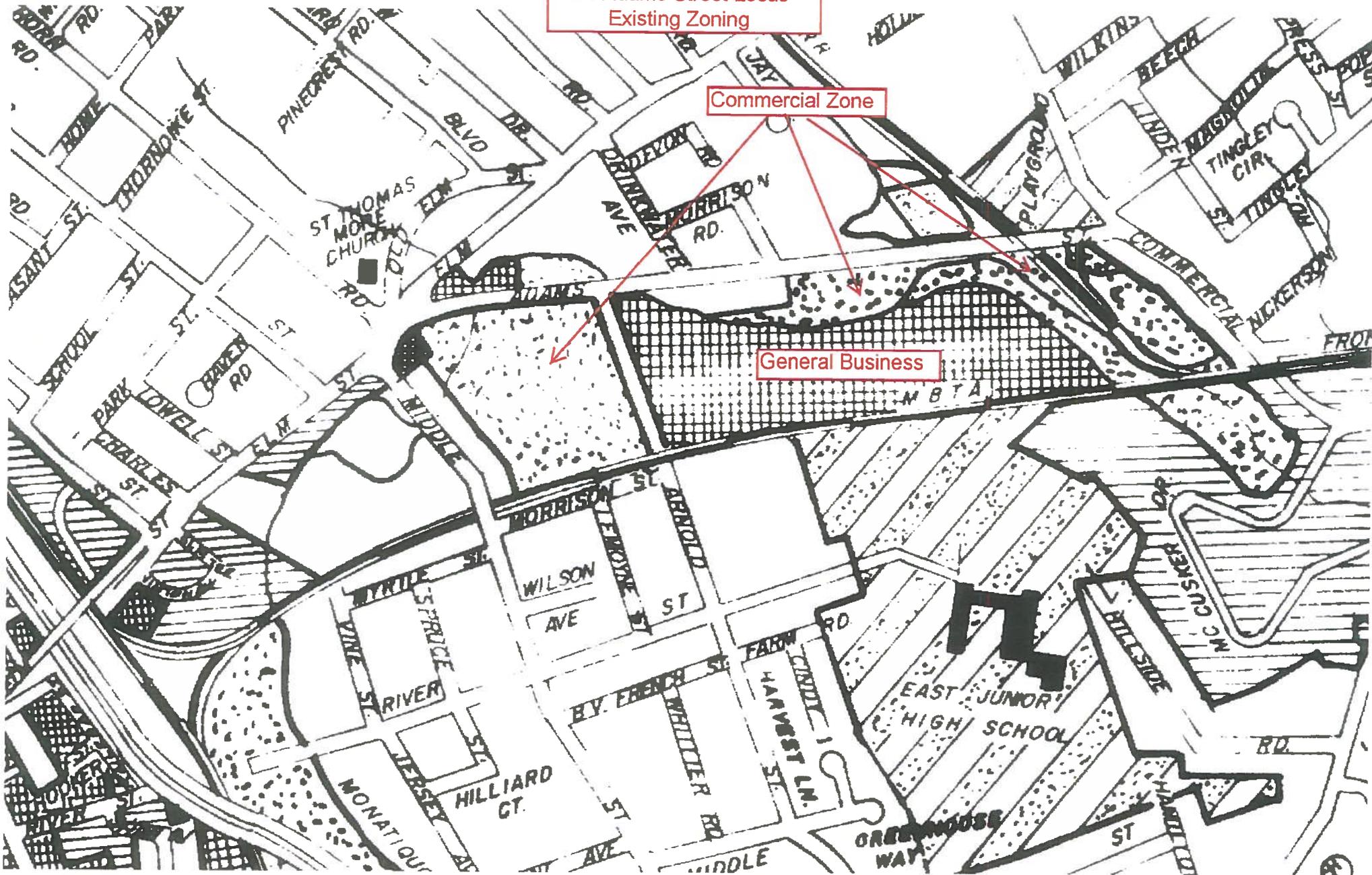
In addition, the front portion of the property lies in the AE (100 year) flood zone. This combination of inconsistent zoning with the surrounding land and flood zone restrictions makes the property virtually unmarketable. Moreover, even a desire to upgrade the existing use by replacing the outdated concrete manufacturing facilities with a new, quieter and more environmentally friendly plant is precluded.

If rezoned to match the surrounding Commercial zone, the City would have an additional ability to regulate permitted uses; the property could be physically improved and potential for new taxable buildings, vehicle registrations and jobs for Braintree would be created.

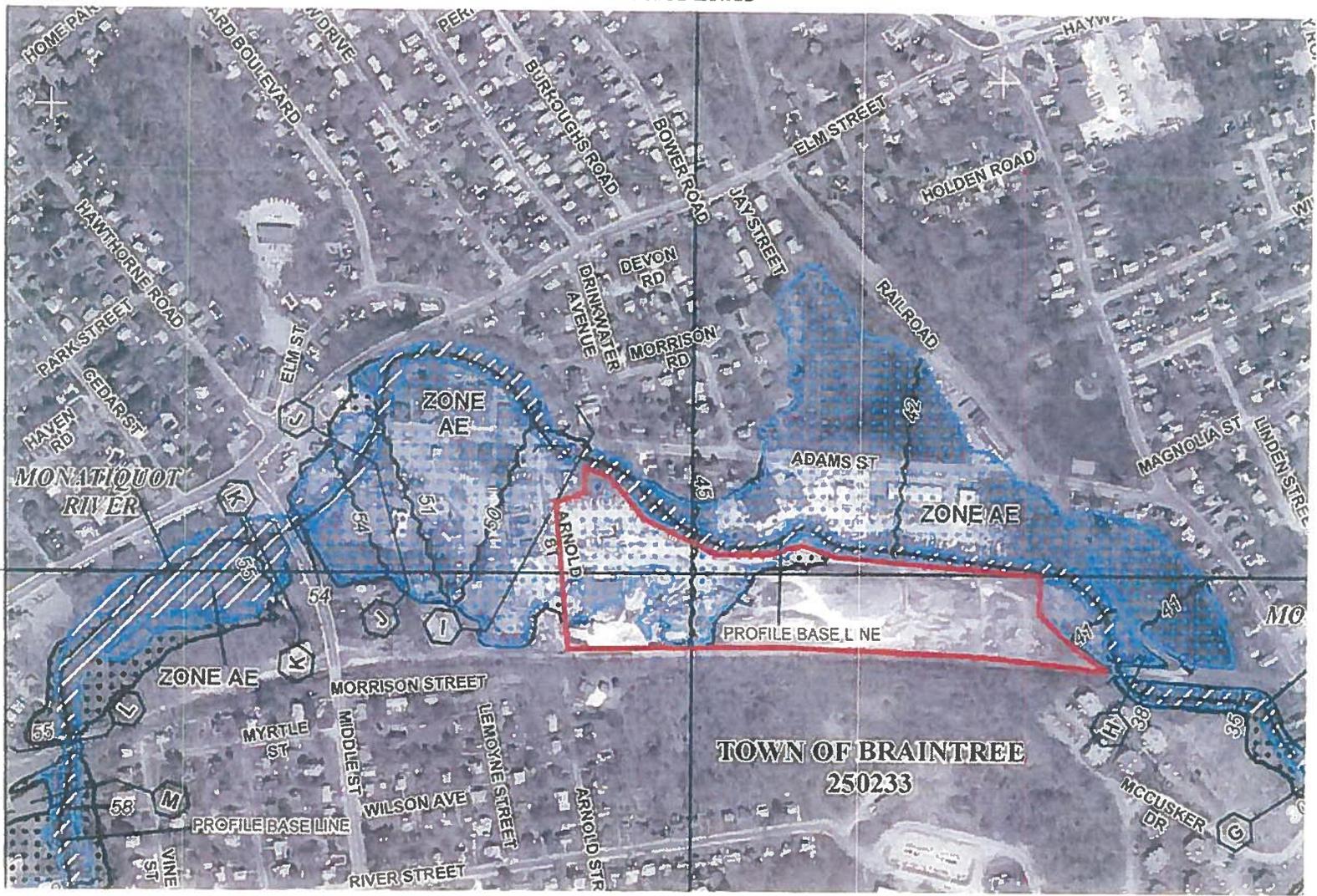
Braintree Official Zoning Map
71 Adams Street Locus
Existing Zoning

Commercial Zone

General Business



Flood Zones



Unofficial Property Record Card - Braintree, MA

General Property Data

Parcel ID 2008 0 3B	Account Number 0
Prior Parcel ID --	Property Location ADAMS ST
Property Owner GRAZIANO JAMES A TRUSTEE	Property Use UNDEV
M+G REALTY TRUST	Most Recent Sale Date 3/16/1995
Mailing Address 71 ADAMS STREET	Legal Reference 10836-122
City BRAINTREE	Grantor GRAZIANO AUGUSTINO
Mailing State MA Zip 02184	Sale Price 1
ParcelZoning GBD	Land Area 0.631 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 5,000	Total Value 5,000
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Building Description

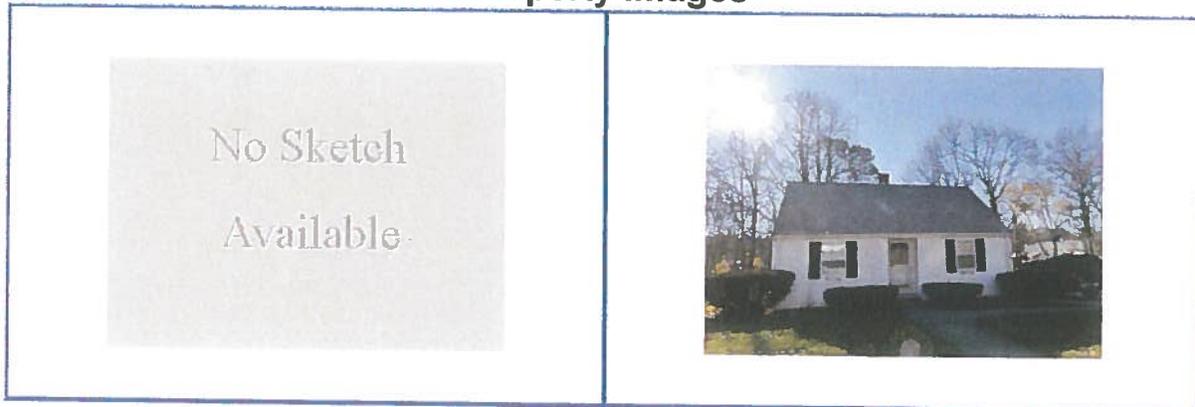
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition Average	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.631 acres of land mainly classified as UNDEV with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Unofficial Property Record Card - Braintree, MA

General Property Data

Parcel ID 2008 0 4	Account Number
Prior Parcel ID --	Property Location 40 ARNOLD ST
Property Owner GRAZIANO JAMES A TR	Property Use SANDGVL
M + G REALTY TRUST	Most Recent Sale Date 3/16/1995
Mailing Address 71 ADAMS STREET	Legal Reference 10836-124
City BRAINTREE	Grantor GRAZIANO AUGUSTINO
Mailing State MA Zip 02184	Sale Price 1
ParcelZoning GBD	Land Area 7.000 acres

Current Property Assessment

Card 1 Value	Building Value 301,500	Xtra Features Value 9,400	Land Value 547,800	Total Value 858,700
Total Parcel Value	Building Value 766,600	Xtra Features Value 9,400	Land Value 547,800	Total Value 1,323,800

Building Description

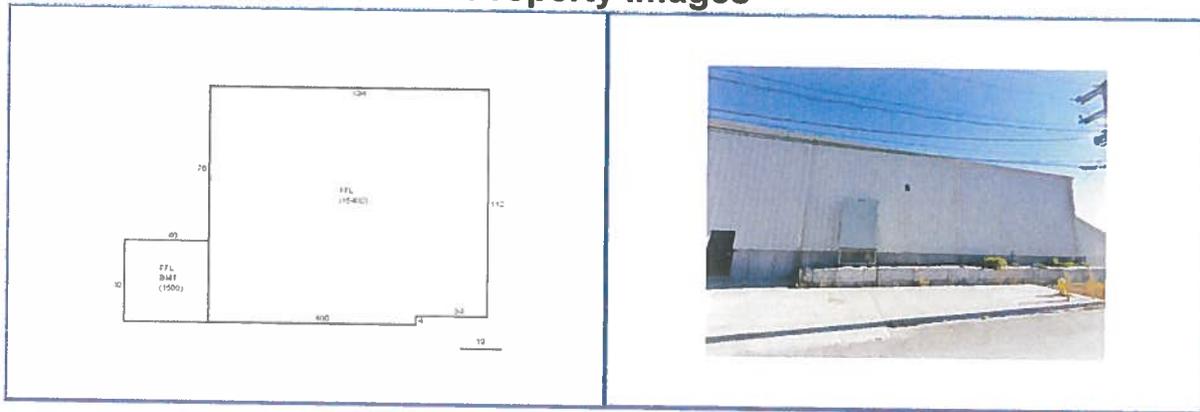
Building Style R/M SHOP	Foundation Type SLAB	Flooring Type CONCRETE
# of Living Units 1	Frame Type STEEL	Basement Floor N/A
Year Built 1959	Roof Structure FLAT	Heating Type FORCED H/W
Building Grade AVERAGE	Roof Cover TAR+GRAVEL	Heating Fuel OIL
Building Condition Fair	Siding CONC BLOCK	Air Conditioning 0%
Finished Area (SF) 17008	Interior Walls MINIMUM	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 1	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 7.000 acres of land mainly classified as SANDGVL with a(n) R/M SHOP style building, built about 1959, having CONC BLOCK exterior and TAR+GRAVEL roof cover, with 1 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 1 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Unofficial Property Record Card - Braintree, MA

General Property Data

Parcel ID 2008 0 6	Account Number
Prior Parcel ID --	Property Location ADAMS ST
Property Owner GRAZIANO JAMES A TT	Property Use SANDGVL
M+G REALTY TRUST	Most Recent Sale Date 3/16/1995
Mailing Address 71 ADAMS STREET	Legal Reference 10836-126
City BRAINTREE	Grantor GRAZIANO AUGUSTINO
Mailing State MA Zip 02184	Sale Price 1
ParcelZoning GBD	Land Area 1.700 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 102,800	Total Value 102,800
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Building Description

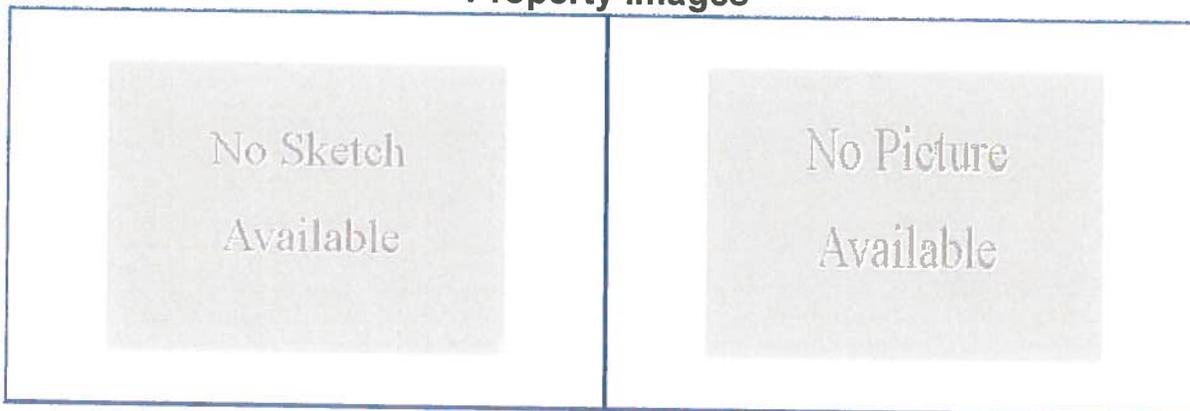
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition Average	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 1.700 acres of land mainly classified as SANDGVL with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Unofficial Property Record Card - Braintree, MA

General Property Data

Parcel ID 3014 0 1C	Account Number
Prior Parcel ID -	Property Location ADAMS ST
Property Owner GRAZIANO JAMES A TRUSTEE	Property Use SANDGVL
M+G REALTY TRUST	Most Recent Sale Date 3/16/1995
Mailing Address 71 ADAMS STREET	Legal Reference C144239-722-39
City BRAINTREE	Grantor GRAZIANO AUGUSTINO
Mailing State MA Zip 02184	Sale Price 1
ParcelZoning GBD	Land Area 2.900 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 97,400	Total Value 97,400
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Building Description

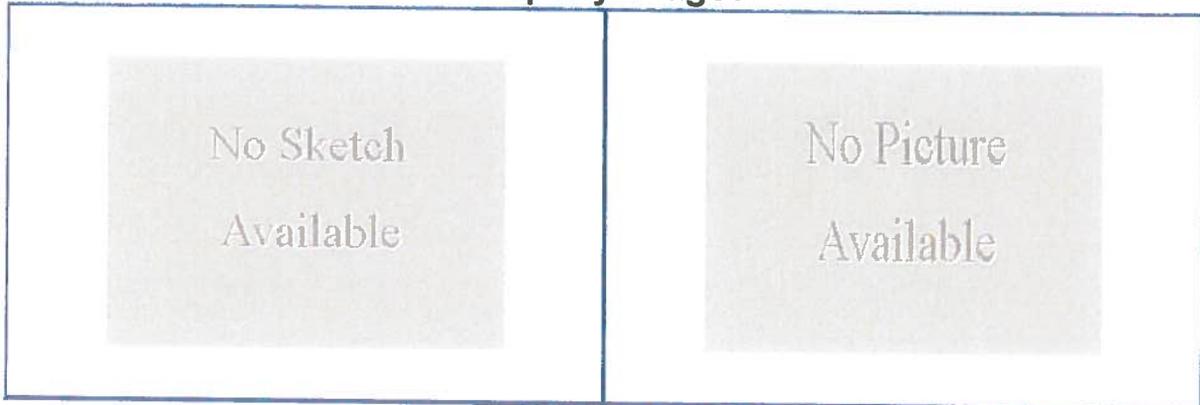
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition Average	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 2.900 acres of land mainly classified as SANDGVL with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Unofficial Property Record Card - Braintree, MA

General Property Data

Parcel ID 3014 0 1D	Account Number
Prior Parcel ID --	Property Location ADAMS ST
Property Owner GRAZIANO JAMES A TT	Property Use SANDGVL
M+G REALTY TRUST	Most Recent Sale Date 3/16/1995
Mailing Address 71 ADAMS STREET	Legal Reference C144738-722-38
City BRAINTREE	Grantor GRAZIANO AUGUSTINO
Mailing State MA Zip 02184	Sale Price 1
ParcelZoning GBD	Land Area 3.010 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 99,200	Total Value 99,200
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Building Description

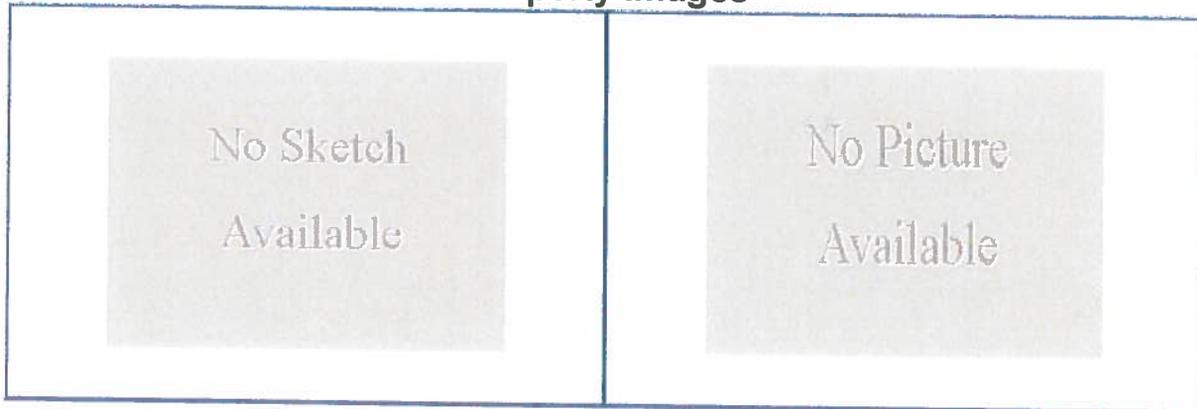
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition Average	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 3.010 acres of land mainly classified as SANDGVL with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Unofficial Property Record Card - Braintree, MA

General Property Data

Parcel ID 3013 0 58	Account Number
Prior Parcel ID --	Property Location REAR ADAMS ST
Property Owner GRAZIANO JAMES A TT	Property Use UNDEV
M+G REALTY TRUST	Most Recent Sale Date 3/16/1995
Mailing Address 71 ADAMS STREET	Legal Reference 10836-125
City BRAINTREE	Grantor GRAZIANO AUGUSTINO
Mailing State MA Zip 02184	Sale Price 1
Parcel Zoning B	Land Area 1.160 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 11,600	Total Value 11,600
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Building Description

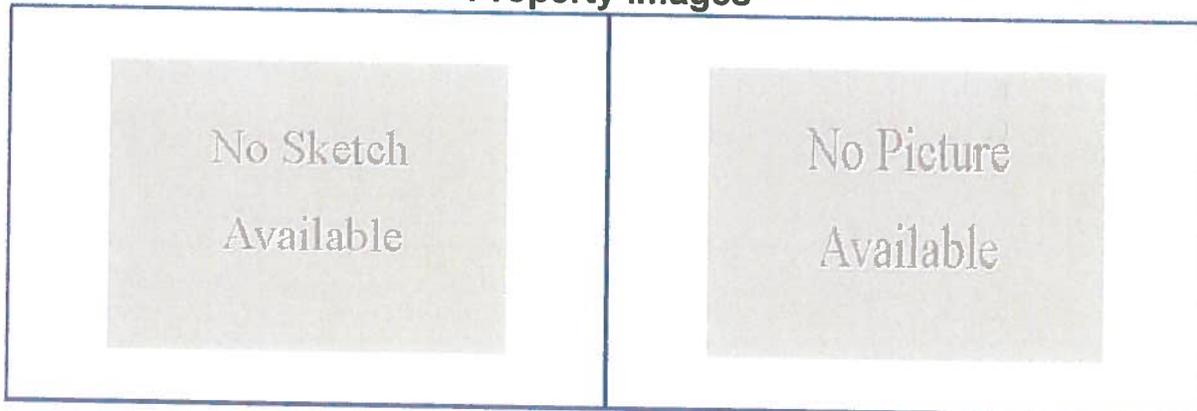
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition Average	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 1.160 acres of land mainly classified as UNDEV with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



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: March 27, 2014

OWNER: James Graziano Trustee
M & G Realty Trust

ADDRESS: 40 Arnold Street

PARCEL: 2008 0 4

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

THIS LIST INCLUDES ABUTTERS OF THE FOLLOWING PROPERTY:

LOCUS MAP & LOT: 2008 0 4**DATE:**3/27/2014**LOCUS OWNER:** Graziano James A Tr**CONTACT PERSON:** _____**LOCUS ADDRESS:** 40 ARNOLD ST**CONTACT PHONE #:** _____

THIS LIST WAS GENERATED USING THE FOLLOWING SEARCH RULE:

Default (parcels within 300 feet)**RECEIVED**

MAR 27 2014

BOARD OF ASSESSORS
BRAINTREE, MA

<u>Map & Lot</u>	<u>Location</u>	<u>Owner</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
2006 0 15	39 ADAMS ST	Williams Brian A Trs	39 Adams Street	Braintree	MA	02184
2006 0 12A	51 ADAMS ST	Talbot Mary Elizabeth Le	51-53 Adams Street	Braintree	MA	02184
2006 0 13	61 ADAMS ST	Williams Brian A	39 Adams Street	Braintree	MA	02184
2076 0 6A	76 ADAMS ST	Sullivan Michael	76 Adams Street	Braintree	MA	02184
2008 0 3A	97 ADAMS ST	Graziano James A	97 Adams Street	Braintree	MA	02184
2077 0 37	100 ADAMS ST	Wayland Joanne	100 Adams Street	Braintree	MA	02184
2008 0 3	105 ADAMS ST	Tse Stephanie Pui Yee	105 Adams Street	Braintree	MA	02184
2077 0 37A	106 ADAMS ST	McShea Eleanor M	106 Adams Street	Braintree	MA	02184
2008 0 2A	111 ADAMS ST	Hartnett Richard L	111 Adams Street	Braintree	MA	02184
2077 0 38	112 ADAMS ST	Dooley Jill M	112 Adams Street	Braintree	MA	02184
2077 0 39	114 ADAMS ST	Delmonico Rita M	114 Adams Street	Braintree	MA	02184
2008 0 2	117 ADAMS ST	Murray Carol Ann	117 Adams Street	Braintree	MA	02184
2008 0 1	131 ADAMS ST	Ricciardi Artilio R Trustee	131 Adams Street	Braintree	MA	02184
2008 0 5	137 ADAMS ST	Mark And Brian Llc	131 Adams Street	Braintree	MA	02184
2008 0 1C	151 ADAMS ST	Ricciardi Artilio R Tr	28 Bunker Hill Lane	Quincy	MA	02169
3014 0 1	163 ADAMS ST	Ricciardi Artilio R/Julia R Tr	28 Bunker Hill Lane	Quincy	MA	02169
3014 0 1A	ADAMS ST	Brow Richard J Tr	177 Adams St.	Braintree	MA	02184
3014 0 1D	ADAMS ST	Graziano James A Tt	71 Adams Street	Braintree	MA	02184
3014 0 2	ADAMS ST	Comm Of Mass	One Ashburton Place	Boston	MA	02108
2008 0 6	ADAMS ST	Graziano James A Tt	71 Adams Street	Braintree	MA	02184
2076 0 5A	44-60 ADAMS ST	Hains Fredrick O	44-60 Adams Street	Braintree	MA	02184
2008 0 3B	ADAMS ST	Graziano James A Trustee	71 Adams Street	Braintree	MA	02184
2008 0 4A	8 ARNOLD ST	Pnc Bank Na	3232 Newmark Dr	Miamisburg	OH	45342
2006 0 16	21 ARNOLD ST	Lynch Michael H/monique Trs	21 Arnold St	Braintree	MA	02184
2003 0 32	65 ARNOLD ST	Kuja David	65 Arnold Street	Braintree	MA	02184
2003 0 36	66 ARNOLD ST	Myers Ronald W/ Mary Ann	66 Arnold Street	Braintree	MA	02184
2003 0 31	73 ARNOLD ST	Howley Joseph F Iii	73 Arnold St	Braintree	MA	02184
2003 0 35	84 ARNOLD ST	Devoe Deborah A Trs	84 Arnold St	Braintree	MA	02184
2006 0 14	ARNOLD ST	Graziano Angelo Joseph Jr	P O Box 850105	Braintree	MA	02185
2080 0 2	ARNOLD ST	Comm Of Mass	One Ashburton Place	Boston	MA	02108
2080 0 1	ARNOLD ST	Graziano James A Tt	71 Adams Street	Braintree	MA	02184
2076 0 6B	10 DRINKWATER AV	Cherisier Marie Edante	10 Drinkwater Ave	Braintree	MA	02184
2003 0 21B	8 LEMOYNE ST	Henderson Mark G	8 Lemoyne St	Braintree	MA	02184
2003 0 22	12 LEMOYNE ST	Kelley Michael F	12 Lemoyne St	Braintree	MA	02184
2077 0 31	10 MORRISON RD	Ryan Kerry A	10 Morrison Rd	Braintree	MA	02184
2077 0 36	50 MORRISON RD	Zanardelli Robert J	50 Morrison Road	Braintree	MA	02184
2009 0 14	300 RIVER ST	Braintree Town Of	Town Hall	Braintree	MA	02184

2003 0 30 2003 0 33A 2009 0 25
 " 0 33B " 0 28 2003 0 33
 " 0 29 " 27

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.

Braintree

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
2003 0 21B	8 LEMOYNE ST	HENDERSON MARK G	HENDERSON MARJORIE A	8 LEMOYNE ST	BRAINTREE	MA	02184
2003 0 22	12 LEMOYNE ST	KELLEY MICHAEL F	KELLEY ANNE M	12 LEMOYNE ST	BRAINTREE	MA	02184
2003 0 27	234 RIVER ST	ROBERTSON BRUCE E	ROBERTSON PATRICIA	234 RIVER STREET	BRAINTREE	MA	02184
2003 0 28	97 ARNOLD ST	NG CHRISTINA S		97 ARNOLD ST	BRAINTREE	MA	02184
2003 0 29	89 ARNOLD ST	ARSENAULT JOSEPH M	ARSENAULT CATHERINE F	89 ARNOLD ST	BRAINTREE	MA	02184
2003 0 30	81 ARNOLD ST	DEFazio MARY A		81 ARNOLD ST	BRAINTREE	MA	02184
2003 0 31	73 ARNOLD ST	HOWLEY JOSEPH F III	HOWLEY DOREEN B	73 ARNOLD ST	BRAINTREE	MA	02184
2003 0 32	65 ARNOLD ST	KUJA DAVID	KUJA ANGNIESZKA DOMAN	65 ARNOLD STREET	BRAINTREE	MA	02184
2003 0 33	102 ARNOLD ST	HOLMES ANTHONY J		102 ARNOLD STREET	BRAINTREE	MA	02184
2003 0 33A	96 ARNOLD ST	LU LINDA WONG	LU ERIC WEN C	96 ARNOLD ST	BRAINTREE	MA	02184
2003 0 33B	90 ARNOLD ST	COSTELLO PAUL M	COSTELLO CYNTHIA L	90 ARNOLD ST	BRAINTREE	MA	02184
2003 0 35	84 ARNOLD ST	DEVOE DEBORAH A TRS	SAFO REALTY TRUST	84 ARNOLD ST	BRAINTREE	MA	02184
2003 0 36	66 ARNOLD ST	MYERS RONALD W/ MARY ANN	SHEEHAN DAVID / SUSANN	66 ARNOLD STREET	BRAINTREE	MA	02184
2006 0 12A	51 53 ADAMS ST	TALBOT MARY ELIZABETH LE	TALBOT RONALD R	51-53 ADAMS STREET	BRAINTREE	MA	02184
2006 0 13	61 ADAMS ST	WILLIAMS BRIAN A	WILLIAMS JUDITH M	39 ADAMS STREET	BRAINTREE	MA	02184
2006 0 14	ARNOLD ST	GRAZIANO ANGELO JOSEPH JR	GRAZIANO ALEX CHARLES	P O BOX 850105	BRAINTREE	MA	02185
2006 0 15	39 ADAMS ST	WILLIAMS BRIAN A TRS	YARD REALTY TRUST	39 ADAMS STREET	BRAINTREE	MA	02185
2006 0 16	21 ARNOLD ST	LYNCH MICHAEL H/MONIQUE TRS	ARNOLD ST REALTY TRUST	21 ARNOLD ST	BRAINTREE	MA	02184
008 0 1	131 ADAMS ST	RICCIARDI ARTILIO R TRUSTEE	THE MBTAJ REALTY TRUST	131 ADAMS STREET	BRAINTREE	MA	02184
008 0 1C	151 ADAMS ST	RICCIARDI ARTILIO R TR	THE FIVE R REALTY TRUST	28 BUNKER HILL LANE	BRAINTREE	MA	02184
008 0 2	117 ADAMS ST	MURRAY CAROL ANN		117 ADAMS STREET	QUINCY	MA	02169
008 0 2A	111 ADAMS ST	HARTNETT RICHARD L	HARTNETT MAUREEN A TB)	111 ADAMS STREET	BRAINTREE	MA	02184
008 0 3	105 ADAMS ST	TSE STEPHANIE PUI YEE		105 ADAMS STREET	BRAINTREE	MA	02184
008 0 3A	97 ADAMS ST	GRAZIANO JAMES A		97 ADAMS STREET	BRAINTREE	MA	02184
008 0 3B	ADAMS ST	GRAZIANO JAMES A TRUSTEE		97 ADAMS STREET	BRAINTREE	MA	02184
008 0 4	40 ARNOLD ST	GRAZIANO JAMES A TR	M+G REALTY TRUST	71 ADAMS STREET	BRAINTREE	MA	02184
008 0 4A	8 10 ARNOLD ST	GRAZIANO JAMES A TR	M+G REALTY TRUST	71 ADAMS STREET	BRAINTREE	MA	02184
008 0 5	137 ADAMS ST	BOSTON CITY LLC		11 WALNUT HILL ROAD	BRAINTREE	MA	02184
008 0 6	ADAMS ST	MARK AND BRIAN LLC		131 ADAMS STREET	CHESTNUT HILL	MA	02146
2009 0 14	300 RIVER ST	GRAZIANO JAMES A TT	M+G REALTY TRUST	71 ADAMS STREET	BRAINTREE	MA	02184
2009 0 25	248 RIVER ST	BRAINTREE TOWN OF	SCHOOL DEPT	TOWN HALL	BRAINTREE	MA	02184
2009 0 5A	44-60 UN 1 ADAMS ST	BOYCE JOSEPH F/FRANCES G	C/O JOHN BOYCE	72 NOD HILL ROAD	BRAINTREE	MA	02184
2009 0 6A	76 ADAMS ST	HAINS FREDRICK O		44-60 ADAMS STREET	RIDGEFIELD	CT	06877
2009 0 6B	10 DRINKWATER AV	SULLIVAN MICHAEL	SULLIVAN DIANE M TBYE	76 ADAMS STREET	BRAINTREE	MA	02184
2009 0 31	10 MORRISON RD	CHERISIER MARIE EDANTE		10 DRINKWATER AVE	BRAINTREE	MA	02184
2009 0 36	50 MORRISON RD	RYAN KERRY A		10 MORRISON RD	BRAINTREE	MA	02184
2009 0 37	100 ADAMS ST	YING CHUNG	MAH TRACIE JTS	50 MORRISON ROAD	BRAINTREE	MA	02184
2009 0 37A	106 ADAMS ST	WAYLAND JOANNE		100 ADAMS STREET	BRAINTREE	MA	02184
2009 0 38	112 ADAMS ST	MCSHEA ELEANOR M		106 ADAMS STREET	BRAINTREE	MA	02184
2009 0 39	114 ADAMS ST	DOOLEY JILL M		112 ADAMS STREET	BRAINTREE	MA	02184
2009 0 1	ARNOLD ST	DELMONICO RITA M		114 ADAMS STREET	BRAINTREE	MA	02184
2009 0 2	ARNOLD ST	GRAZIANO JAMES A TT	M+G REALTY TRUST	71 ADAMS STREET	BRAINTREE	MA	02184
114 0 1	163 ADAMS ST	COMM OF MASS	EXEC OFF OF TRANS RM 16	ONE ASHBURTON PLACE	BOSTON	MA	02108
114 0 1A	ADAMS ST	RICCIARDI MARK R	RICCIARDI BRIAN R TIC	28 BUNKER HILL LANE	QUINCY	MA	02169
114 0 1D	ADAMS ST	BROW RICHARD J TR	THE BROW REALTY TRUST	177 ADAMS ST.	BRAINTREE	MA	02184
	ADAMS ST	GRAZIANO JAMES A TT	M+G REALTY TRUST	71 ADAMS STRFFT	BRAINTREE	MA	02184

03/27/2014

11:17:31AM

Braintree

Abutters List

Page 2 of 2

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
3014 0 2	OFF ADAMS ST	COMM OF MASS	EXEC OFF OF TRANS RM 16	ONE ASHBURTON PLACE	BOSTON	MA	02108

End of Report

1 4 - 0 4 0

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 17, 2014

TO: **Town Clerk**

FROM: Thomas M Bowes, Council President

Cc: Michael Coughlin, Chief of Staff and Director of Operations
Russell Jenkins, Chief of Police
David Littlewood, Animal Control Officer

Re: Title 6, Chapter 6: Animals

RECEIVED TOWN CLERK
BRAINTREE, MA
2014 APR 18 AM 11:32

Section 6.100.040 Late Licensing of Ordinance Title 6, Chapter 6: Animals assesses a fine of fifty dollars (\$50.00) for each year missed with respect to any dog that is not licensed within the licensing period, which extends from mid-April through the end of June.

Prior to the 2011 Braintree assessed a fine of fifteen dollars (\$15.00) for each year missed in registering a dog. On a recommendation of the Town Clerk, the fee was raised to its current level of fifty-dollars (\$50.00).

After a review of many surrounding communities, it was found that the average fine for not licensing a dog within the licensing period is twenty-five dollars (\$25.00). I am recommending that the fine be reduced to \$25.00; the average assessed by other communities.

TOWN OF BRAINTREE

IN COUNCIL

ORDER NO: 10 038

DATE: March 31, 2010

ORDERED: Mayor

TITLE 6, CHAPTER 6: ANIMALS

HIS HONOR, MAYOR SULLIVAN HAS SUBMITTED TO THE BRAINTREE TOWN COUNCIL THE MUNICIPAL CODE, TITLE 6, CHAPTER 6 ORDINANCE FOR THE TOWN OF BRAINTREE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRAINTREE THAT A NEW ORDINANCE, TITLE 6, CHAPTER 6-100 DOGS AND OTHER ANIMALS GENERALLY BE ESTABLISHED WITH THE TOWN'S MUNICIPAL CODE.

Chapter 6-100 Dogs and Other Animals (Former By-law Chapter 6.04)

SECTION 6.100.010 Purpose

The purpose of this Ordinance is to protect the health, safety and welfare of all the inhabitants who frequent and live in the town. It is further the purpose of this ordinance to prevent the needless health hazards caused by dog bites and dog feces upon public and private properties. (Prior code § 63-1)

SECTION 6.100.020 Definitions

As used in this Ordinance the following terms shall have the following meanings:

- A. Animal control officer: any person or persons appointed by the Mayor as the animal control officer under the provisions of Chapter 140, Sections 151 and 151A of the General Laws to carry out the provisions of this ordinance.
- B. Animal shelter: any premises designated by the Mayor for the purpose of impounding and caring for animals held under authority of this ordinance.
- C. Keeper: any person keeping or harboring dogs or other domesticated animals within the town.

- D. Leash: chain or line no longer than six (6) feet long.
- E. Owner: any person issued a license in accordance with the provisions of Chapter 140, Section 137 of the General Laws of the Commonwealth for a dog owned or kept within the town.
- F. Person: any individual, partnership, company or corporation, association, trust or similar organization.
- G. Restraint: A dog shall be deemed to be under restraint if on the premises of its owner or keeper in a way that it may not leave the premises without its owner or keeper, such as confined by fence, leash, runner, or other form of restraint; if outside the premises of the owner or keeper, is accompanied by a person who shall have the dog under control by holding it firmly on a leash. (Prior code § 63-2)

SECTION 6.100.030 Dog License Required

No person shall own or harbor a dog in the town, which dog is not duly licensed as required by law. The fee for said licenses shall be established by the Town Clerk.(Prior code § 63-7)

SECTION 6.100.040 Late Licensing

There shall be assessed a fine of fifty dollars (\$50.00) for each year missed with respect to any dog that is not licensed within the licensing period, which extends from mid-April through the end of June. This fine shall be in addition to the penalties provided in Section 6.100.180. (ATM 5-14-2002 Art. 29; ATM 5-3-1995 Art. 17; prior code § 63-8)

SECTION 6.100.060 Leashing Required

The owner or keeper of any dog or dogs shall at all times keep such dog or dogs under restraint while in the physical limits of the Town. (Prior code § 63-4)

SECTION 6.100.070 Animal Nuisances Designated

An owner shall exercise proper care and control of his animals to prevent them from becoming a public nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, habitually attacking people or other domestic animals, trespassing upon school grounds, or trespassing upon public or private property, or in such manner as to damage property, shall be deemed a nuisance. (Prior code § 63-5)

SECTION 6.100.080 Quarantining Dogs that Bite or Diseased Animals

Any dog which bites a person or any domesticated animal, which, upon inspection, appears to be affected with a contagious disease, shall be quarantined for not less than ten (10) days but not more than twenty (20) days in accordance with General Laws Chapter 129, Sections 21, 22 and 24. If the inspector of animals requests other confinement, the owner shall surrender the animal for the quarantine period. The second dog bite that takes place is sufficient reason for the inspector of animals to request other confinement. The owner of any dog or animal so quarantined shall pay any charges associated with the care and custody of the dog or animal

quarantined. Whoever is the owner or keeper of a dog found guilty of biting a person shall be punished by a fine in accordance with the penalties of Section 6.100.180. (Prior code § 63-6)

SECTION 6.100.090 Dogs Running At Large -Impoundment and Reclamation

Dogs running at large will be impounded. If the owner is known, notice shall be given within three days to such owner. If the owner is unknown, disposition of a dog shall be as provided under General Laws, Chapter 140, Section 151A. The owner or keeper of any dog so impounded, may reclaim such dog upon payment of the dog license fee, if it is then unpaid, and upon payment of the following maintenance and administrative charges:

- A. Current boarding rate as allowed under Chapter 140, Section 151A for each day dog is held in the pound;
- B. A ten (\$10.00) dollar administrative charge for a licensed dog wearing its license tag and a fifty (\$50.00) dollar administrative charge for an unlicensed dog or for a licensed dog not wearing its license tag, receipts therefrom shall be turned over to the Town Treasurer/Collector. (Prior code § 63-10)

SECTION 6.100.100 Complaint Against Unresponsive Owner or Keeper

In addition to any other statutory authority contained in General Laws, Chapter 140, the animal control officer may enter a complaint before the Mayor for the purpose of obtaining an order with respect to the control or disposition of dog found to be uncontrollable or whose owner or keeper is unresponsive to any other penalties contained in the ordinance. (Prior code § 63-11)

SECTION 6.100.110 Dogs - Rabies Vaccination Required

Whoever is the owner or keeper of a dog six months of age or older shall cause such dog to be vaccinated against rabies by a licensed veterinarian using a vaccine approved by the Department of Public Health. Unvaccinated dogs acquired or brought into the Commonwealth shall be vaccinated within thirty (30) days after acquisition or entry into the Commonwealth or upon reaching the age of six months, whichever comes later. Vaccinated dogs shall be revaccinated periodically in accordance with rules and regulations adopted and promulgated by the Department of Public Health. (Prior code § 63-12)

SECTION 6.100.120 Wearing of Rabies Tag Required

Wearing of rabies tag is required of all dogs six months of age or older that has been vaccinated against rabies by a licensed veterinarian using a vaccine approved by the Department of Public Health. (Prior code § 63-13)

SECTION 6.100.130 Dog Feces

No person who owns or harbors a dog within the Town shall allow such dog to defecate on private property other than that of its owner or keeper, or on a public sidewalk, or on other public areas. If a dog defecates on property other than that of the owner or keeper, the owner of the dog shall be responsible for the immediate removal of the feces. (Prior code § 63-14)

SECTION 6.100.140 Confinement of Female Dogs in Heat

Every female dog in heat (season) shall be confined in a building or secure enclosure in such a manner that such female dogs cannot come into contact with another animal except for planned breeding. (Prior code § 63-15)

SECTION 6.100.150 Termination of Ownership - Notification

Any person who no longer owns or harbors a dog in the Town shall notify the Town Clerk immediately. (Prior code § 63-16)

SECTION 6.100.160 Disposal of Dead Animals

Disposal of household pets, such as dogs and cats and other domesticated animals, that have died, and the ownership of which can be established, is the sole responsibility of the owner and must be disposed of in accordance with the General Laws of the Commonwealth. (Prior code § 63-17)

SECTION 6.100.170 Feeding Wild Animals

No person shall feed any wild animals, including without limitation raccoons, homeless dogs or cats, except birds through freestanding bird feeders or bird feeders attached to a private residence, or except as provided herein. The Health Department may issue permits for the establishment of feral cat feeding stations for the feeding of homeless cats on property in areas which are located at least 200 feet from any residence, church, school, business, or other structure for human habitation, as well as 200 feet from any park, playground, parking lot, or other open area used or intended for use by the public, provided that the owner of the property on which the feral cat feeding station is located grants written permission from the Health Department and/or its agents, Braintree Police Officers, and Braintree Animal Control Officers to enter upon the property for the purpose of inspecting and monitoring such feral cat feeding station. (ATM 5-15-2001 Art. 51 (part))

SECTION 6.100.180 Violation - Penalty

The Animal Control Officer is authorized to seek a complaint against the owner or keeper of a dog or other domesticated animals, or other person who violates the provisions of this Ordinance, for which the following penalties shall be imposed:

First offense: \$50.00

Second offense: \$75.00

Third offense: \$100.00

For each subsequent offense a fine of one hundred dollars (\$100) shall be imposed for each offense so committed in the same calendar year. The Braintree Police Department is also authorized to enforce the provisions of this Ordinance. (ATM 5-15-2001 Art. 51 (part); ATM 5-14-1996 Arts. 21, 22; prior code § 63-3)

SECTION 6.100.190 Displaying Non-domesticated Animals for Entertainment

No living non-domesticated animals shall be displayed for public entertainment or amusement in circuses, carnivals or similar entities on property by the Town of Braintree, or Town-owned property under lease, or on private property. As used in this paragraph, "displayed" shall include, but is not limited to, animal acts, performances, and competition. (ATM 5-16-2001 Art. 62)

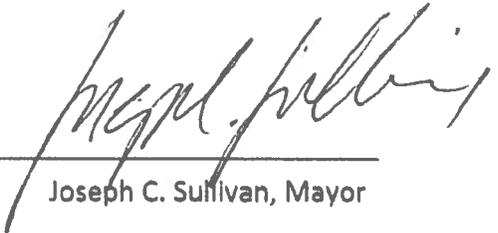
YEAS: Bowes, Clifford, DeNapoli, Dingee, Joyce, Kokoros, Mullaney, Powers, Ryan
NAYS: Bowes, Clifford, DeNapoli, Dingee, Joyce, Kokoros, Mullaney, Powers, Ryan
ABSENT: Bowes, Clifford, DeNapoli, Dingee, Joyce, Kokoros, Mullaney, Powers, Ryan

Passed in Council: December 7, 2010
Presented to Mayor: December 8, 2010
A True Copy, Attest:



Joseph F. Powers, Town Clerk

December 15, 2010
Date Approved



Joseph C. Sullivan, Mayor